

TADA:

of Quebec. In the Court of Queen's Bench.

(APPEAL SIDE.)

THE LABRADOR COMPANY,

(Defendants in the Court below.)

APPELLANTS:

AND

HER MAJESTY THE QUEEN,

(Plaintiff in the Court below.)

RESPONDENT.

APPELLANTS' FACTUM.

FYLED

1889.

ABBOTTS, CAMPBELL & MEREDITH.

Attorneys for Appellants.



CANA covince of District de CANADA:
rovince de Quebec,
District de Saguenay,

DANS LA COUR SUPERIEURE.

Malbaie, le dix-huitième jour de Septembre mil huit cent quatre-vingt-huit.

PRESENT :- L'HON. A. B. ROUTH!ER, J. C. S.

SA MAJESTÉ.

VS.

No. 556.

DEMANDERESSE;

A. DENNISTOUN et al.

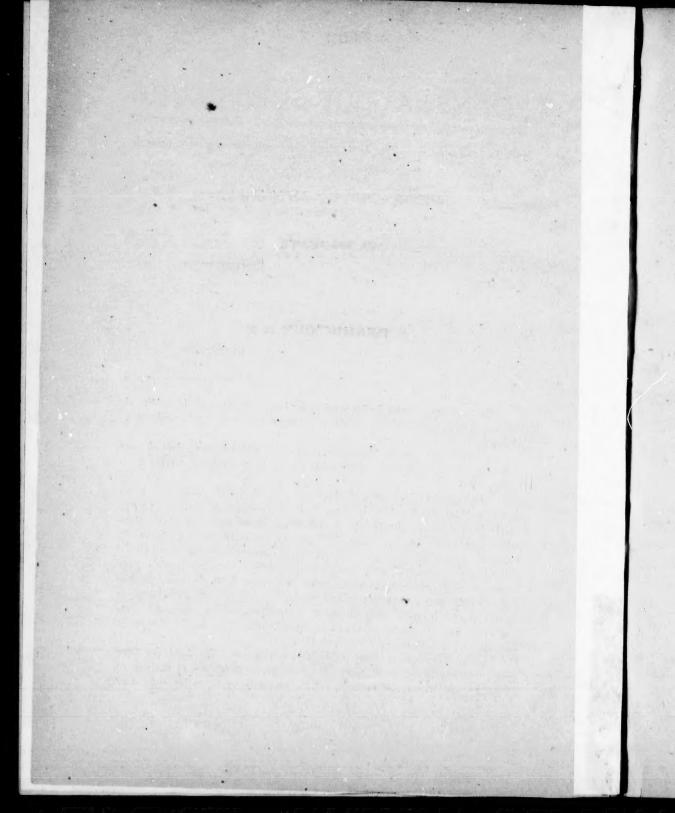
DÉFENDEURS.

La cour ayant entendu les parties par leurs avocats sur le mérite de l'action en cette cause, sur les procédures et la preuve, et sur le tout mûrement délibéré;

Considérant que Sa Majesté a prouvé les allégués essentiels de son action en cette cause pour la plus grande partie du territoire revendiqué en icelle ;

Considérant que Sa dite Majesté est propriétaire de toutes les terres non concédées, situées dans les limites de la Province de Québec, formant partie de la Puissance du Canada, et notamment de toute cette partie du territoire qui est située dans le district de Saguenay, sur la côte nord du fleuve St. Laurent, et qui comprend environ deux cent cinquante milles de longueur sur six milles de profondeur, avec tous les lacs et rivières y situées, bornée en front au sud, au dit fleuve St. Laurent, en arrière au nord, au bout de la dite profondeur d'autres terres, lacs et rivières de Sa Majesté, à l'ouest à la rivière appelée Agwanus alias Goynish, alias Goynich, à quelques milles ouest du 62me dégré de longitude à la limite Est de la dite Province, sur le dit fleuve St. Laurent, près du 57me dégré de longitude;

Considérant que le corps politique et incorporé "The Labrador Company," compagnie défenderesse en cette cause, s'est illégalement emparé du territoire susdecrits, le détient et en retire les fruits et revenues sans droit



depuis plusieurs années; maintient l'action en cette cause, déclare Sa dite Majesté, seule propriétaire légitime du territoire ci-dessus décrits, et condamne la compagnie sus-nommée défenderesse à rendre et restituer le dit territoire et en remettre Sa Majesté en possession sous quinze jours de la signification du présent jugement à défaut de ce faire la dite défenderesse, y sera contrainte par les voies de droit, le tout avec dépens contre la dite défenderesse; et la cour considérant que Sa Majesté s'est desistée des conclusions de son action contre les autres défendeurs, renvoie la dite action quant à ces derniers, sans frais.

(Vraie copie,)

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CHAS. DU BERGER,

Pro. C. S. D. S.

ROVINCE trict of

In the Queen's Bench.

THE LABRADOR COMPANY.

Defendants in the Court below,

APPELLANTS:

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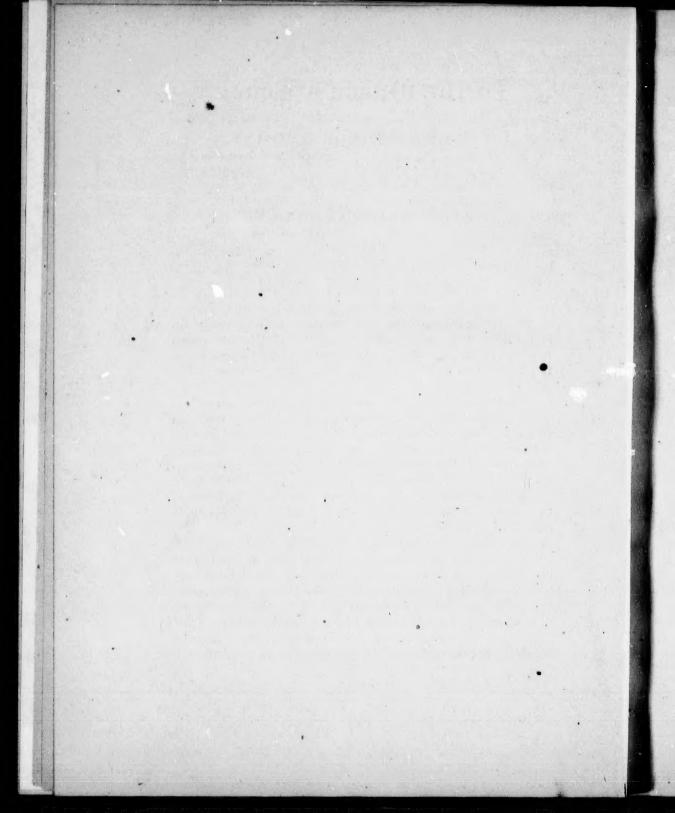
APPELLANTS' FACTUM.

This is an appeal instituted from a judgment of the Honorable Mr. Justice Routhier, in a petitory action instituted by the Attorney General of Quebec, for the recovery of possession of the territory known as the Seigniory of Terre ferme de Mingan, by which judgment a part of that Seigniory was awarded to the Crown.

The pretensions of the parties may be summed up as follows:-

The Crown alleges that the Company is and has been for more than 20 years, in possession, exercising proprietary rights, of and over the territory known as "La terre ferme de Mingan;" which it describes as being an extent of land situated in the county and district of Saguenay, 10 comprising about 400 miles in length by 6 miles in depth, bounded to the east by Cape Cormorant and to the west by the boundary of the Province; and contends that such possession is wrongful, the Company having no right or title to the property.

The Company admit the possession alleged by the Crown, and state that such possession has existed, not merely for 20 years, as stated by the Crown, but for more than two centuries. They allege the eastern boundary to be, as described in the title deeds, "La Grande Anse vers les Esquimaux, "ou les Espagnols font ordinairement la pêche." And that this great cove is the same which was subsequently known as L'anse aux Espagnols, Baie 20 des Espagnols, Baie Philippeau, and now Brador Bay, and is practically bounded by the boundary line of the Province.



They say that they hold the property under a grant made by the Company of the Hundred Associates, also called the Company of New France (La Compagnie Des Cent Associés; La Compagnie de La Nouvelle France) to the Sieur Francois Bissot de la Rivière on the 25th February, 1661, and they allege that from that date to the present day, their possession as proprietors has been open and continuous; that during the whole of that period, they and their auteurs have exercised the rights of proprietors thereon; that their title has been recognized directly and indirectly by . the Crown itself, by numerous acts extending over the whole of that period; citing among many other instances of recognition by the Crown, 10 actions and judgments dealing with them as seigneurs; the exercise of the droit de quint upon a commutation of the seigniory; the commutation of the seignorial tenure under which it had been held, into free and common soccage under the Seignorial Act of 1854; the frequent acceptance of " foi et hommage" for it, the last time, so recently as 1837; the enumeration, of it in public documents of all descriptions, more especially in reports to Parliament, maps and plans made by the Crown Lands Department, and laid before Parliament; the mention of it in Statutes of Canada; the express recognition of it by the Crown of France through its minister the Comte de Maurepas, with instructions for the grant of a new title to it 20 by that sovereign; all of which are more particularly referred to hereafter.

The Crown disputes the right of the Company on numerous grounds, most of them of a trivial and intangible character, the only direct allegation against the documents and titles being, that the titles of their auteurs, and the acceptance of the foi et hommage, were obtained by fraud and in error. The remainder of the Crown's allegations mainly tend towards a negation of the Company's pretensions.

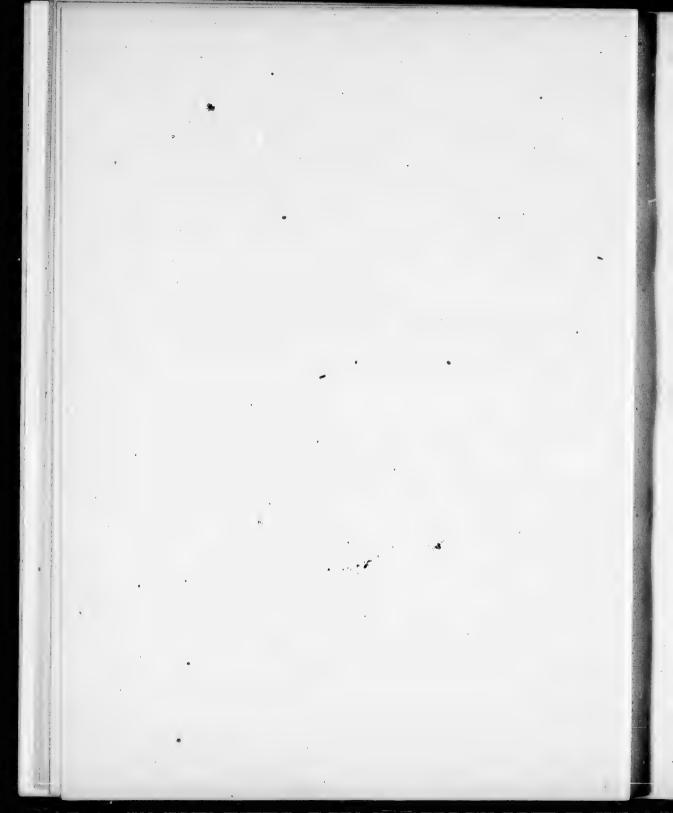
They comprise such statements as :-

That there never was a grant of the seigniory, but merely a fishing grant;

That the grant originally extended only from Ile-aux-Œuss to Sept Iles;

That it was re-annexed to the Crown domain in 1783;

That it was cancelled at the conquest by the proclamation of 1768, which annexed all the property east of the St. John river to Newfoundland;



That "La Grande Anse," forming the eastern boundary, is at the Agwanus river;

That it lies just east of the Natashquan river;

That it is at Clearwater point;

With many other contentions, most of which merely amount to allegations of evidence.

The Honorable Judge in the Court below held by his judgment :-

1st. That there was a seigniory of Mingan, which had been conceded by the Crown, and that it extended from Ile-aux-Œufs to "La Grande Anse."

2nd. That the portion of it extending from Ile-aux-Œufs to Cape Cormorant, was re-annexed to the Crown domain by the judgment of 1733.

3rd. That the remainder of the seigniory belonged to Bissot and his representatives.

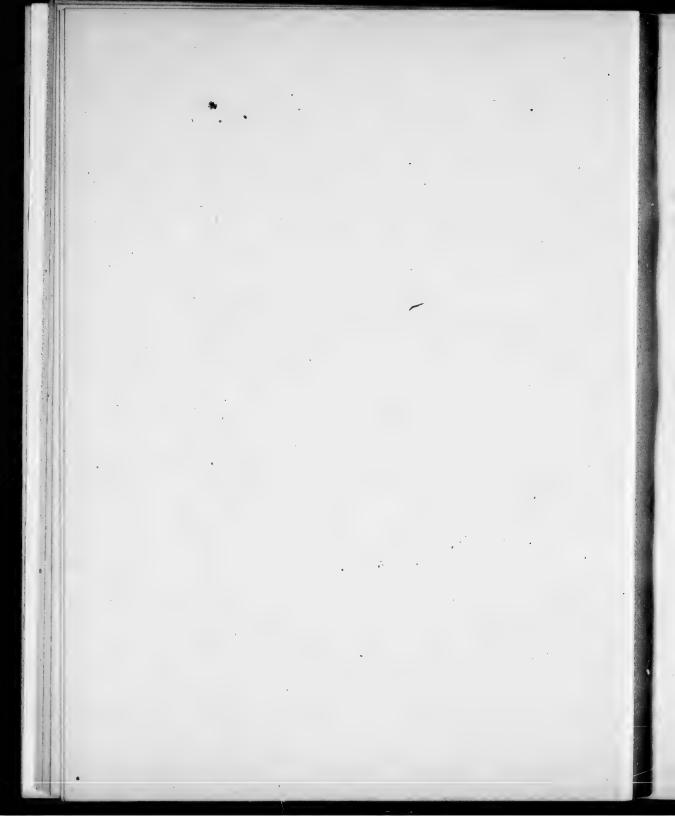
4th. That "La Grande Anse" was the mouth of the river Goynish or Agwanus.

He therefore dismissed the action of the Crown, in so far as it related to the portion of the seigniory lying between Cape Cormorant and the Agwanus river; and he maintained the action of the Crown with respect to the portion lying between the Agwanus river, and the boundary of the Pro-20 vince, ordering, that that part of the seigniory be delivered up to the Crown.

It is from the latter portion of his judgment, in so far as it applies to the territory extending to the Baie des Espagnols, that the Company have appealed. While on the other hand the Crown has appealed from the portion of it awarding the territory west of the Agwanus to the Labrador Company.

The declaration in effect sets forth that the whole of the territory commonly called the "Terre Ferme de Mingan," was part of the public domain, and that it was of the value of above \$10,000,000.

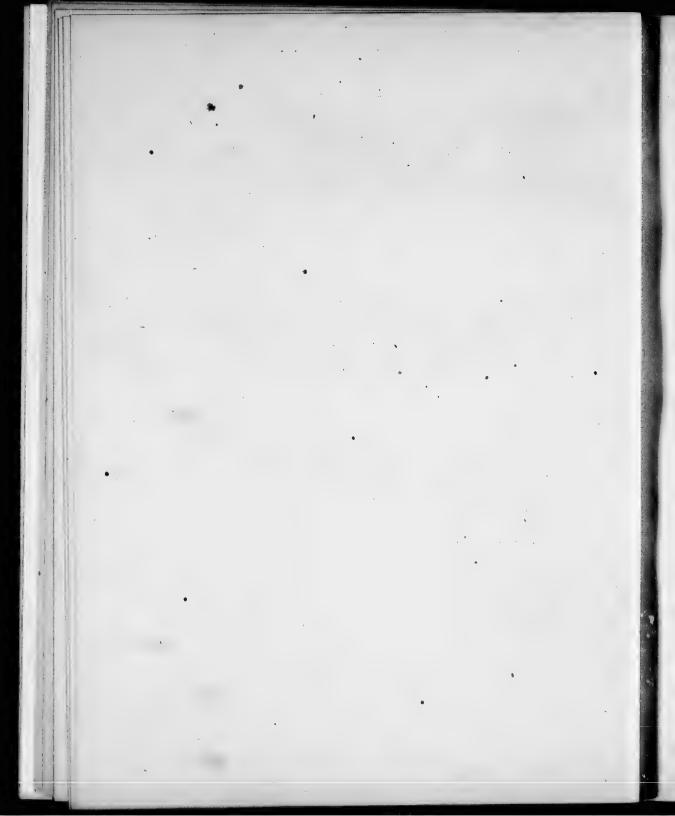
That it consisted of an extent of land situated in the county and dis-30 trict of Saguenay, comprising about four hundred miles in length, by six miles in depth, with the rivers and lakes therein situated, bounded in front to the south by the river and gulf of St. Lawrence, in rear to the north by the Crown lands, to the westward by Cape Cormorant on the river St. Lawrence, and to the eastward by the eastern limit of the Province, at about the 57th degree of longitude.



That defendants for more than twenty years had held possession of it, claiming to be the proprietors of it, and contending that they had the right to use, enjoy and dispose of it, as such; and had retained the revenues of it, and had illegally and wrongfully acted as proprietors, by leasing, selling, and offering to lease and sell, various parts of the said territory, claiming publicly and constantly, and in every way, the ownership of the property, and this by means of public notices, petitions, and public and private acts, of all kinds, the whole to the great detriment of Her Majesty; and concluded for a judgment, declaring that Her Majesty was the exclusive proprietor, that the defendants were wrongfully in possession, and con-10 demning them, within fifteen days of the judgment, to restore the possession to the Crown, or in default to pay to it the sum of \$10,000,000.

The Company pleaded that it was true, that they and their auteurs had been in possession of the territory described in the declaration, and known as the Seigniory of Mingan, for more than twenty years, namely for two hundred and twenty-three years. That a grant of it had been made on the 25th Ferruary, 1661, by the Company of New France, to Francois Bissot de la Riviere. That the original deed of grant had been lost, having been burned by the fire at Quebec which destroyed the house of one Charles Porlier, on the night of the 4th and 5th days of August, 1682; and that the 20 public registers, containing the registration of the grant, were destroyed by fire at Quebec in month of January, 1813, when the palace of the Intendant was burned. That the concession to Francois Bissot de la Riviere, described the property as extending from Egg Island, to a point therein described as "the great bay near the Esquimaux where the Spaniards ordinarily fish," (jusqu'à la Grand Anse vers les Esquimaux ou les Espagnols font ordinairement la peche) by two leagues in depth. That in fact, the said Seigniory of la terre ferme de Mingan, was then composed of a tract of land extending from Egg Island to the said great bay, known afterwards as Baie des Espagnols, and later as Baie Philippeau; and bounded in front by the Gulf of St. Lawrence, 30 and in rear at a distance of six miles by the Crown domain. That on the 11th February, 1668, the Sieur Bissot de la Rivière rendered faith and homage to the Crown of France for it.

That on the 12th May, 1783, in a suit between Pierre Carlier, Farmer-General for the Crown, and Francois Bissot and others, heirs of the original grantee, the portion of the Seigniory from Egg Island inclusive, to Cape Cormorant, was re-annexed to the Crown domain, the remainder of the property remaining vested in the representatives of the original grantee.



That between the date of the concession of the Seigniory, and the year 1781, the Seigniory and parts of it were the subject matter of various transactions; and among others, of suits before the Intendant and courts of law in New France, in which the possession of the representatives of Bissot de la Rivière was recognized and adjudicated upon in the Courts.

That among other such transactions, Dame Marie Bissot, in 1772, sold one-fourth of the Seigniory to Thos. Dunn, a judge of the prerogative Court at Quebec, and that on the 20th May, 1781, His Majesty the King, represented by William Grant, His Deputy Receiver-General, exacted and received the *droit de quint*, due to His Majesty upon the said sale, and that 10 seizin and possession was then and there duly granted to Thomas Dunn.

On the 4th October, 1776, an acte de notoriété was passed in Quebec before twelve well known citizens,² in which the loss of the titles and the undisturbed and immemorial possession of the representatives of Bissot, were established; and the said acte de notoriété was duly published and registered according to law.

On the 21st January, 1779, William Grant bought under execution, from the Sheriff of Quebec, the share of Charles Joliet d' Anticosti, in the said seigniory, he having been entitled as a co-heir of Claire Bissot. ³

On the 28th of May, 1781, the then owners, one of whom was François 20 Joseph Cugnet, member of the *Conseil Superior* under the French *Regime*, and then His Majesty's Attorney General, rendered faith and homage, in due form for the seigniory.

On the 9th September, 1808, the then owners leased the seigniory for nineteen years, to the North-west Company. ⁵

On the 1t4h June, 1808, a part of the seigniory was again sold by the Sheriff of Quebeo. 6

On the 18th June, 1825, the owners again leased the property to the Hudson Bay Company from the 1st of October, 1822, to the 1st October, 1842.

On the 9th October, 1837, the then owners rendered faith and homage for the seigniory, which was therein described as extending from Cape Cormorant to the Baie des Espagnots, otherwise known as Brador Bay, or

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¹ Appellant's ex. 37.

Appelbant's ex., 2.

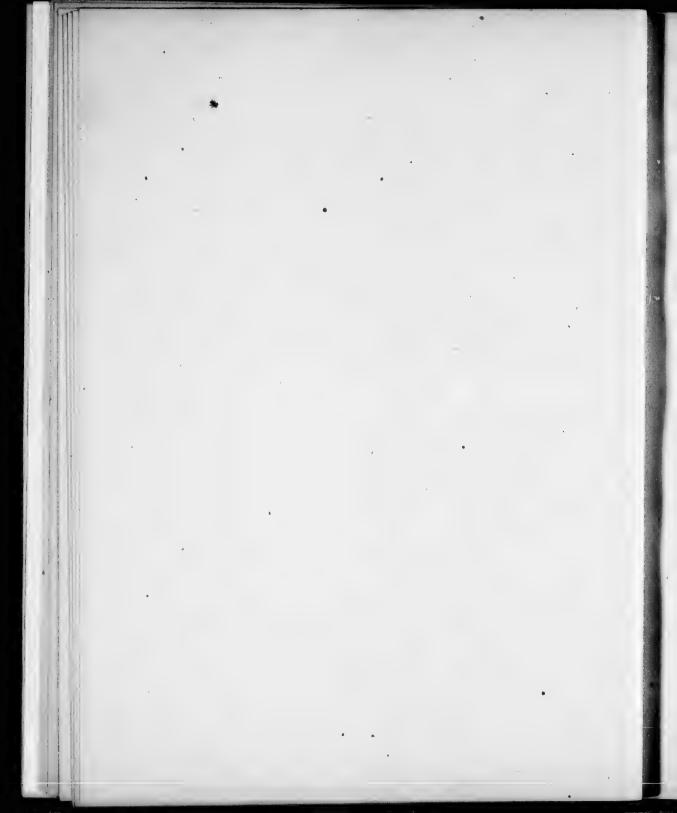
Appellant's ex., 33.

Appellant's ex., 6.

Appellant's ex., 10.

⁸ Appellant's ex., 24.

[†] Appellant's ex., 11.



Philippeau Bay, by six miles in depth from its front on the river or gulf of St. Lawrence, and acte was granted of their faith and homage, by the Governor-General.

On the 18th July, 1842, the proprietors of the seigniory again leased it to the Hudson Bay Company until the 1st of October, 1862.² The plea further alleged that the said last mentioned lease was a continuation of the leases before referred to, and that the North-west Company, and its successors, the Hudson Bay Company, held continuous possession from September, 1803, from the first day of October, 1862, as the lessees of the seigneurs,

That by 19 Victoria, Chapter 58, the tenure of the seigniory was 10 changed from the seigniorial tenure to that of franc aleu roturier, and the seigniory was inserted in the cadastres of the Crown Commissioner, and the terms of commutation thereof determined, and the compensation payable to the Crown by the seignors was fixed, under protest by the seigniors, as to the eastern boundary mentioned in the cadastre.³

The plea then sets up the deeds by which the present owners acquired the property, and alleges that the defendants by themselves and their auteurs have held and retained possession of the seigniory, and publicly and openly used and enjoyed the same as proprietors, and had been recognized as such throughout the entire period, by the Courts of Justice, and by 20 public officials representing the government; and during the English Regime by the legislature.

They also set up the following prescriptions:

- 1. The prescription by immemorial possession in good faith, for more than a hundred years, that is to say for two hundred and twenty two years.
 - 2. The prescription of twenty years.
 - 8. The prescription of ten years.

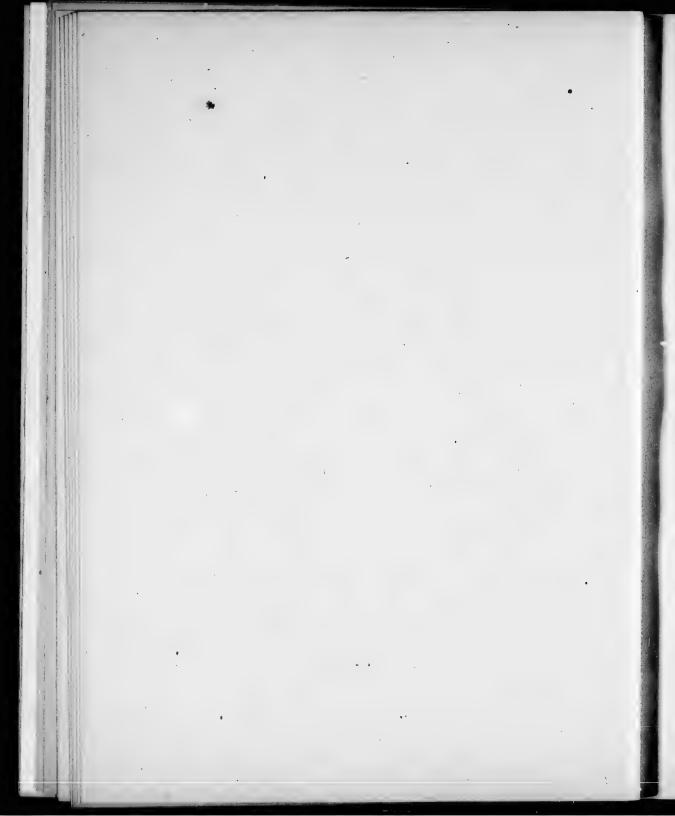
They also pleaded the general issue.

The Crown, in answer to these pleas, alleged that the company could 30 not plead or maintain the prescription of one hundred years, against the Crown; that their possession was not clothed with the qualities necessary to obtain prescription; and that it was contrary to the titles alleged by them. That it had not been continuous, uninterrupted, peaceable, public,

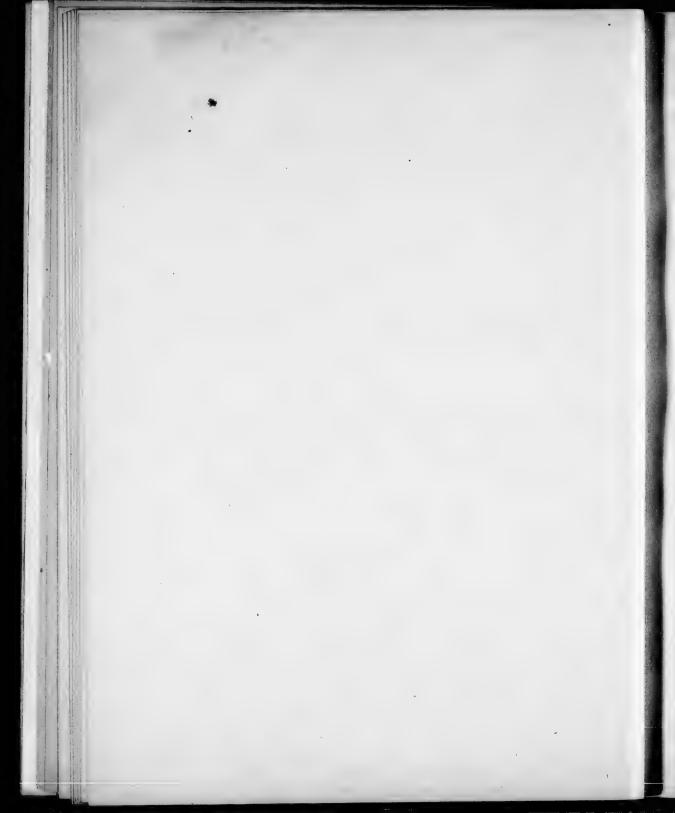
Appellant's ex., 13.

Appellant's ex., 12.

[!] Appellant's ex., 69,



That the alleged original concession unequivocal, nor as proprietors. never existed as alleged by the Company, and that it had been entirely revoked by a judgment of the 21st March, 1668. That Francois Bisson, by his aven, in 1668, acknowledged that the concession to him was only a concession of Egg Island, with the right of establishing on the main land, as far as Seven Islands, certain fisheries, and in the great Bay towards the Esquimaux, where the Spaniards ordinarily fish; with the wood and land necessary for such establishment. That the words "towards the Esquimaux," only indicated the direction of the fisheries, and were not intended to limit the concession. That no other concession was ever made 10 to him, and that he abandoned it voluntarily for valuable consideration, as appears by the ordinance of Intendant Hocquart, on the 12th May. 1783. That in the interval between 1702 and 1750, the Crown granted parts of it, to divers private individuals, detailed in the plea, which grants had since fallen in, and the lands referred to in them had become re-united to the Crown domain. That no acts of faith and homage had ever been accepted by the Crown. That since the judgment of 1788, no new title had been acquired. That by divers judgments and ordinances, reference to which is given, the Crown appears to have had absolute right, and that no part of it had been granted to the auteurs of the company, to the land in 20 question. That in 1768, the legal advisers of the Crown declared that Bissot's representatives had no rights in the property in question. That no mention is found in the public archives of any such concession. That the Company's auteurs never had any valid title to the property. That by Royal proclamation in 1768, the whole of the land in question was placed under the administration of the Governor of Newfoundland. That on the 21st October, 1768, the latter issued a proclamation, declaring that the property in question was free to all Her Majesty's subjects, and regulating fishing and trade thereon; and that this lasted until 1808, when it was reunited to this Province. That neither Dunnn or Grant ever alienated, or 30 had any authority to alienate any part of the property. That none of the titles alleged by the Company were derived from any person having any valid title. That the alleged acts of fui et hommage, were false, erroneous, and invalid. That the Sheriff's title alleged is null, as not being made upon possessors animo domini, and that the description it contains is irregular. That all the titles were the result of conspiracy, fraud and stratagems. That the sheriff's sale of 1789 is null, the property having



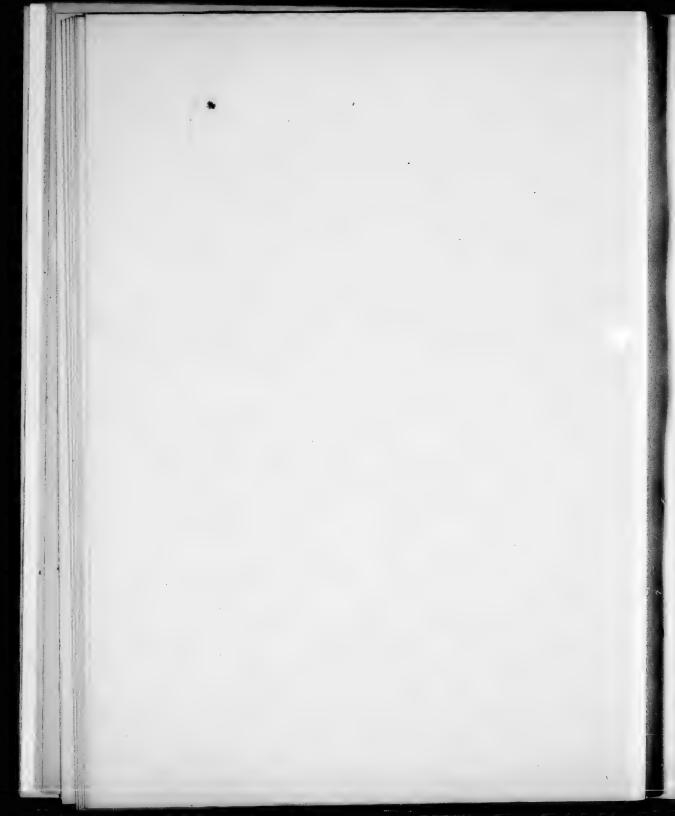
been sold supra non domino, to deprive the Crown of the land in question, but that it constitutes res interalios acta, and does not affect the rights of the Crown. That the seignorial cadastre has no effect, except to regulate and determine the relations between the seigneurs and the censitaires.

To this the Company made a special replication, alleging that at the time of the alleged grants and concessions between 1702 and 1750, the coast was imperfectly known, and the new grants were made in error, and by mistake, and in ignorance of the fact that the territory referred to was within the limits of the seigniory.

That, in any case, they are null, as having been made subsequent to 10 Bissot's grant. That the Crown cannot claim any right or title in and to the seigniory under anything contained in the judgment of the Intendant Hocquart, in May, 1733, inasmuch as long after the rendering thereof, the Crown admitted the rights of the representatives and assigns of Bissot, as proprietors, and exacted the rights of the Crown, in respect of mutations of the Seigniory, and claimed and obtained the droit de quint upon sales; and took proceedings before courts, to enforce the rights of the Crown against the said seigniory as a seigniory, and entered into acts, compromises and agreements, in respect of it, and more especially upon the sale of a portion of it by the Sheriff of the District of Quebec, to John Blackwood, on the 20 14th June, 1808; and, at divers times, accepted the faith and homage of the respresentatives of Bissot, and the auteurs of the defendants, in respect of the said seigniory, and thereby and in various other ways, recognized the auteurs of the Company, as the proprietors of the seigniory.

Issue being thus joined, the parties proceeded to enquête. Some witnesses were examined, but the main portion of the evidence consists of copies of public documents, maps, correspondence and papers of various kinds, and of published books, having reference to the history and geography of the country. A large mass of interesting matter has been collected; and a consent has been fyled, admitting all the documents to 30 be genuine, and available as evidence; and leaving it absolutely to the Court to give such weight and credence to them as it may think proper, without observance of the strict rules of evidence. Many of the questions presented are largely historical; and relate to dates so distant, that the rules applicable to ordinary cases are scarcely appropriate. And the discussion of the case must in a great degree assume a historical form.

The territory in dispute between the Government and the Labrador



Company, is the eastern portion of the northern coast of the Gulf of St. Lawrence, lying within the Province of Quebec. This coast, for the entire distance west of Cape Cormorant to the Straits of Belleisle, is a territory of the geological formation known as Laurentian. It is rugged, barren, and uninhabited; except at five or six isolated points, where a few fishermen have squatted, and live during the period of cod-fishing in summer. There are several small permament posts within the region held by the company, which are maintained by the Hudson Bay Company, having been held under lease from the Labrador Company, and their auteurs, for above a century; and there are two or three other points where a small 10 number of fishermen and hunters, manage to exist through the winter.

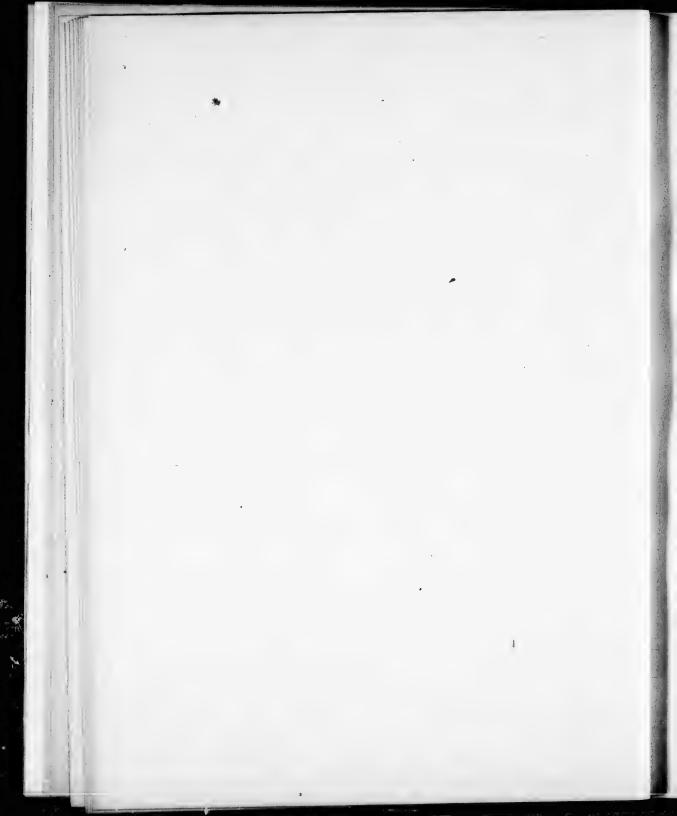
The company, defendants, purchased the property in October, 1888, from various proprietors then in possession of it; and although in consequence of the protection by the company of the fish in the rivers along the coast, the property has since somewhat increased in value, no appreciable net revenue has yet been derived from it; and its value at present certainly does not exceed the one hundredth part of the amount at which it is stated by the Crown in the declaration.

The territory is entirely unsurveyed to this day, and little or nothing is accurately known of the greater part of it, except what may be learned 20 of the outlines of the coast from Admiral Bayfield's charts. The immediate neighborhood of the posts, and of the points where fishing is carried on in summer, is of course familiar to the Company and their lessees, to the Indian traders, and to the few fishermen and sportsmen who visit the region at that season. Up to the date of Admiral Bayfield's charts, no actual survey of the coast was made, and the numerous maps which then existed, were out of proportion, and widely inaccurate, being merely rude outlines, made from information obtained from the few fur traders and fishermen who passed up and down the coast by sea.

These facts will account for many inaccuracies of description in the 80 older documents and maps produced in the case.

The company of the Hundred Associates, or of New France, was formed in 1627 by Cardinal Richelieu and five other partners. It was endowed by the King with the entire rights of property, justice, and seigniory, in all the country of New France, with the right to distribute the land of the country; and the grant revoked all previous concessions.

This company made to Francois Bissot de la Rivière, on the 25th Feb-



ruary, 1661, the grant upon which he took possession of the coast from Ile-aux-Œufs to Baie des Espagnols.

The company of New France retained the administration of the country until 1663, when it surrendered its rights to the King.

In 1664, New France was granted by the King to the West India Company.

In 1668, the West India Company made a papier terrier or land roil of the country, and in this land roll was inserted an aveu or declaration comprising the seigniory of Mingan, made by Francois Bissot on the 11th February of that year.

In 1674 the possession of the country was resumed by the king.

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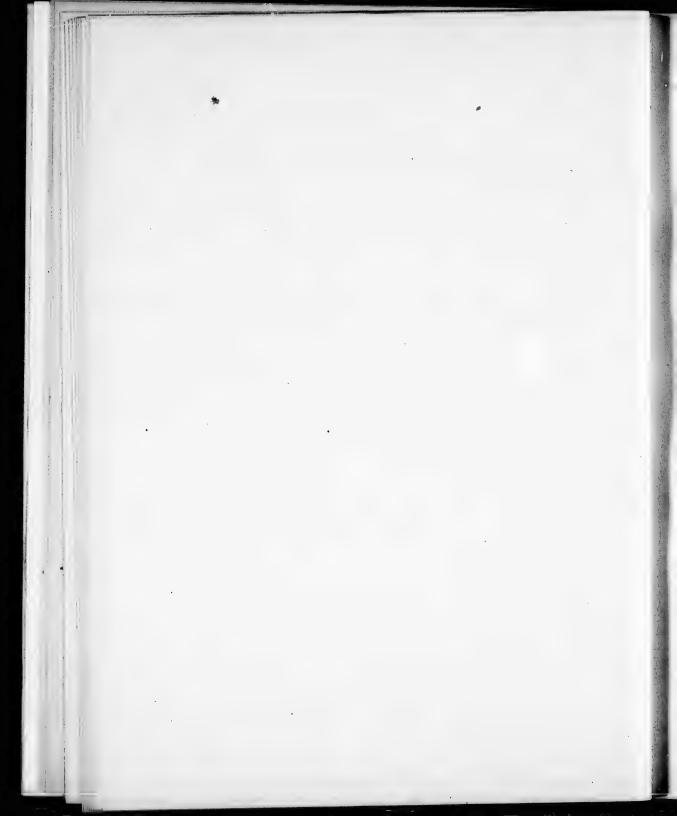
In 1678 a map was completed under the orders of the Intendant Duchesneau, and dedicated by him to Monseigneur Colbert, described as being "carte pour servir à l'éclaircissement du papier terrier de la Nouvelle France." This map may either have been made to elucidate the papier terrier made in 1668, or a new papier terrier, made in 1678, under an arrêt of 1675, which instructed the new Intendant Duchesneau, to prepare a papier terrier of all existing grants. This map shows upon its face the seigniory of Mingan, under the name of "La Seigneurie du Sieur Bissot," bounded in apparent conformity with the present pretensions of the company, But not being based upon any actual survey, it is, of course, only approximate, and merely indicates the general outlines of the coast., and an approximation of the actual boundaries.

No trace can be found of the *papier terrier* of 1668, or of that of 1678 if the latter existed, but a certified copy of the map is produced in this cause.

Before proceeding further with the facts established by the company, they desire to point out that these transactions all took place within the knowledge of the generation in which the grant to François Bissot was made; that is to say, between 1661 and 1678.

The papier terrier of 1668 was made only seven years after the granting of the title. The map made to elucidate the papier terrier was completed in 1678, only seventeen years after the granting of the title. And during the whole of this period, the grant itself, and the Government records of the period, all remained in existence.

If, as the Crown contends, the grant was not a grant of the seigniory, it would not have been inserted in the papier terrier at all, nor in the



map elucidating the papier terrier. Moreover, its extent must then have been thoroughly well-known, and could not have been otherwise than correctly described in the official map of the coast, expressly made for the purpose of making plain the contents of the papier terrier.

The company, therefore, contend that in the absence of the title deed itself and of the records, the evidence furnished by the *uveu* of François Bissot, its acceptance and enrollment in the *papier terrier*, and the description of the seigniory in the official map elucidating the *papier terrier*, constitute complete proof of the grant and of its extent also, in so far as a conjectural map can be regarded as final.

This is the conclusion reached by his honor, Judge Routhier, who says:

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"Nous verrons plus loin quels arguments not sen tirerons pour décider la "question des limites. Muis pour le moment nous disons, que cette carte serait inex-"plicable, si le Sieur Bissot n'eût pus obtenu antérieurement, un titre de concession d'un fief sur la terre ferme de Mingan. En effet, le mot seigneurie, et la référence au papier terrier, ne sauraient indiqué une simple poste de pêche."

In 1682 a large portion of the lower town of Quebec was burnt, and in that fire the titles, documents and records, of the Bissot family were destroyed.

In 1713 the palace of the Intendant was burnt, and almost all the registers of the Council of State were destroyed by that fire.

For a length of time nothing is found in the public records respecting the seigniory of Mingan, but it is incidentally referred to in a judgment of the Intendant Bégon, in 1725, between Gastin, Payre et al. In this judgment it is said:

"Que si la prétention du Sieur Gastin avait lieu, il n'y aurait plus que très peu de personnes qui puissent faire la pêche de la morue, purce que la côte du sud du fleuve St. Laurent, se trouve avoir été concédée à quelques anciennes familles, celle du nord étant de la ferme du roi, les iles Mingan, Anticosti, et terre ferme vis-à-vis icelles, jusqu'aux limites de la dite ferme, appartenant aux familles des feus Sieurs Jolliet et Bissot."

Upon this his Honor remarks:

"Je ne dirai pas qu'il y a dans ce passage de l'ordonnance, une reconnaissance formelle des droits des héritiers Bissot sur la terre ferme de Mingun, mais ce que

¹ 3 Ed. et ord., p. 221.



"l'on peut dire de moins, c'est que l'Intendant considérait alors la terre ferme de "Mingan comme étant la propriété des héritiers Bissot."

In 1733, the heirs of Bissot and Jolliet, who by this time had become the proprietors of the seigniory, were brought before the Courts by Pierre Carlier, the King's Farmer General, and the record of that case is preserved in full, and produced in this cause.¹

Mr Carlier had under his control the trading posts of the Crown commonly called *Les Traites de Tadousac*, from Ile aux Coudres to a point two leagues below Sept Iles, which includes Ile aux Œufs, to which the concession made to Bissot extended.

Mr. Carlier contended that the grant to Bissot, according to the interpretation of the latter, invaded the grant of Les Traites de Tadousac, and he insisted that according to the strict language of the aveu of 1668, Bissot only took the Ile aux Œufs itself. And that in fact the Company could not give the right of property on the main land between Ile aux Œufs and Sept Iles, because in 1658 the domain reserve was declared to extend to a point two leagues below Sept Iles.

The Farmer General, therefore, did not contest the right of property in the Ile aux Œufs, but he did contest it as respects the main land between Ile aux Œufs and the river Moisy, which is at a point two 20 leagues below Sept Iles. And in support of that contestation he urged that that portion of the main land had previously been reserved for the domain, and that the language of the aveu did not comprise any right of property on the main land. The Farmer General, therefore, prayed for the reunion to the Crown domain of that portion of the main land, extending from Ile aux Œufs to the river Moisy.

The heirs Bissot and Jolliet answered that they did not use that portion of the main land, and they were willing to abandon it, in order to avoid litigation and the creation of trouble to the King's domain; and thereupon the Intendant Hocquart, by an ordinance duly made, re-united 30 to the Crown domain the land granted to Sieur Bissot (le terrain concèdé au Sieur Bissot) from Ile aux Œufs to Cape Cormorant, which is a prominent point below the river Moisy. And as to the claim of the Bissots to the remainder of the main land, he referred them to the King for a new title.

^{1 2} Ed. et ord., p. 345.



It is from these proceedings that the Crown contends, that if there had been a grant of the seigniory, that grant was cancelled by the judgment of the Intendant Hocquart. But it is obvious that no such result was reached by his judgment. He admitted the existence of the grant contended for by the heirs Bissot and Jolliet. He took away from them and re-united to the Crown domain, with their consent; the western portion of that grant, which he expressly declares to be part of le terrain concedé au Sieur Bissot; but as respects the eastern portion, he left it to them to procure a new title from the Crown; or in other words he left them with their rights, whatever they were.

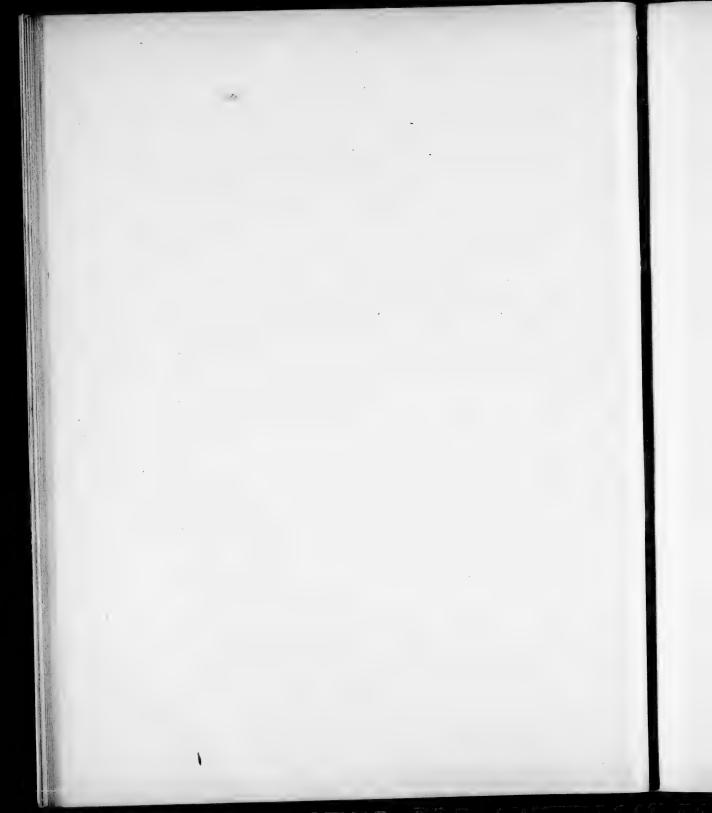
This, under the seigniorial tenure, was an ordinary and well known procedure, which as between the Seigneur and his *Censitaire*, was of periodical occurrence under the law, and was practised as between the Seigneur and his feudal superior when circumstances rendered necessary a more clear and definite description of his property.

Here also his honor Judge Routhier takes the same view as the Company, for he says:

Mais en renvoyant les Bissots devant Sa Majesté pour l'obtention d'un nouveau titre, on reconnaissait d'abord qu'il y avait déjà un titre pour une étendue indéterminée de terre ferme, où se trouvait l'établissement fondé par les Bissots; et l'on vou-20 lait par le nouveau titre fixer les limites de cette établissement, et transformer l'accessoire accordé par l'ancien titre en un principal; c'est-à-dire en une véritable concession territoriale.

The distinction which the Judge draws between the eastern and western portions of the grant do not seem to the Company well founded. But as this distinction appears upon the second question in the case, namely, the extent of the Seigniory eastward, its discussion will be postponed for the present.

It must be observed that when the litigation before the Intendant began, the question raised was not as to the existence of any rights in the 30 Bissots; but rested upon the pretention, that having their principal establishment at Mingan, they were working westward and infringing on the Crown domain near the Moisy: and in order to raise the question formally, the Farmer-General demanded an exhibit of the titles. The Bissots produced their aven, and the Farmer General then attacked it. Substantially he declares his willingness to admit that they were seigneurs from below the Moisy, but he says that they had no right to trade above it; and

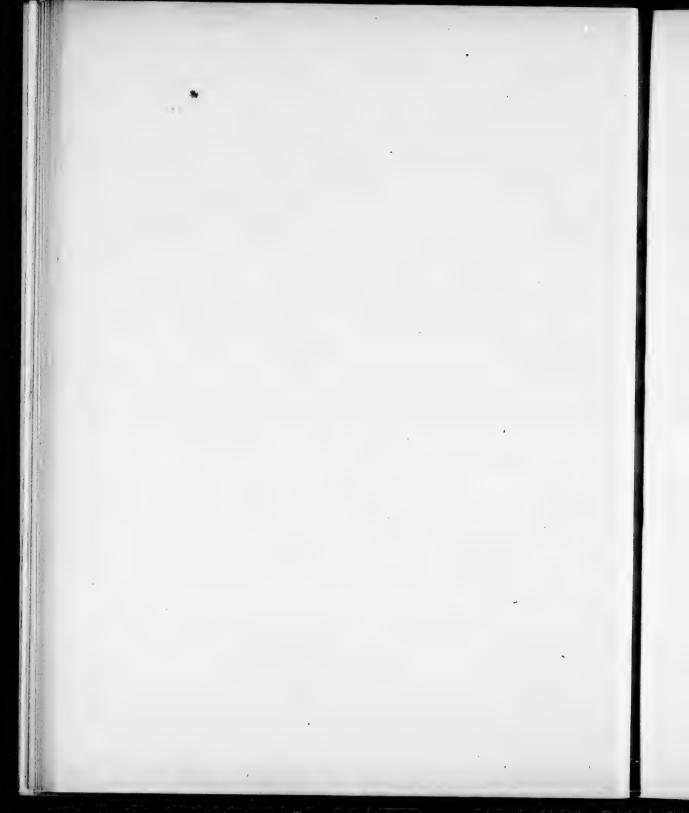


and that if they would consent to abandon any claim they had above the Moisy, he would allow them to apply for a new title. This proposition they consented to.

The judgment he rendered was merely, in effect, the granting of acte upon the admissions and consents of the parties; and the Judge cannot be considered to have gone beyond the conclusions and admissions of record. Whatever title the Bissots had below the Moisy, therefore, was not in any way invalidated by the reunion of the remainder of the domain, or by the reference to the King for a new title; because the Farmer General, in the pleadings, admitted that they had a title, and the Intendant 10 did not adjudicate upon it. No conclusions were taken to expel them, or reunite the remainder to the Crown domain; and their possession of, or title to, that portion, are therefore matters which were not in issue, and which were not adjudicated upon at the trial.

It is true that they were referred to the Crown for a new title, and they petitioned for it; but their old title stood, as is shown by subsequent judgments as well as by documents produced, until another judgment of reunion should be pronounced; because reunion could never be effected but by a regular process at law. Everywhere throughout the "Edits" these reunions are found, but always made in due form of law, after formal 20 statement of cause, formal notice to interested parties, formal citation of the law invoked, and formal judgment given. There was therefore no reunion of the rest of the concession. If there had been, it could be shown. Moreover, the very words used, entirely destroy the contention that the original grant did not extend down below Seven Islands. If this was the case the judgment need not have stopped short of the reunion of the whole seigneury, for Cape Cormorant is ten leagues below Seven Islands; and the judgment therefore would purport to reunite to the domain a territory which the Crown now pretends was never comprised in any grant, and this in a judgment pronounced by the chief judicial officer of the Crown, 30 at the suit of the Farmer General of the Crown, both of whom must have been well aware of the facts.

It appears that the Intendant Hocquart, in the ordinance in question, made certain recommendations as to the new title tobe granted. He says that as the land was unsuitable for settlement, "il paroit qu'il doit etre concedé en censive," and he thinks that the new title should commence at a place called La Riviere des Islets, ten miles lower down (now called



Thunder Islands); but he leaves the matter to the King; and as a fact the bounds of the domain remained as before.

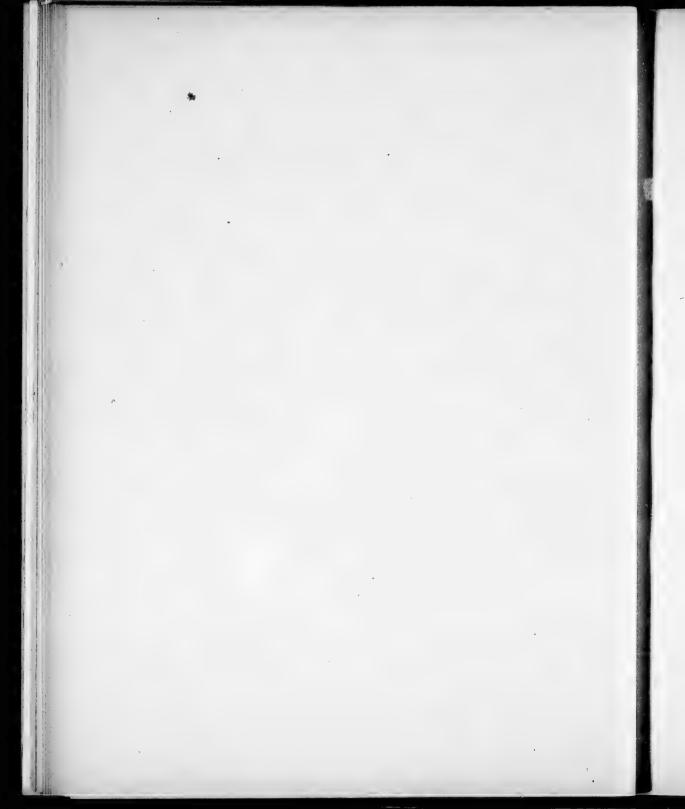
This judgment disposes of all the ingenious arguments upon the phrase "Poste de Mingan," and it leaves Bissot's title for all east of Cape Cormorant just as it was before the trial. It may be remarked here that these Farmers-General were lessees of the whole Crown domain, and if the Bissots' title had not stood in the way, would have administered and enjoyed the revenue of the whole ungranted stretch of coast. That they did not is beyond all shadow of doubt.

It appears, however, that on the 17th October, 1702,1 the King of 10

France made a concession to Augustin Legardeur, of an extent of coast, " au lieu appelé Labrador, pays des sauvages Esquimaux, à commencer depuis la riviere appelée Kegashka, jusqu à celle nommé Kesesaskion, qui feront les bornes de la dite concession au milieu desquelles se trouve la riviere des Esquimaux . . pour en jouir . . . pendant dix annees consecutives a l'exclusion de tous autres, y faire le commerce avec les sauvages, et lu pesche du loup marin.-The eastern boundary of this concession is a large river on the Atlantic Labrador coast, as all the old maps shew, and the description of the middle of it, as being the Esquimaux River, which has always appeared on every map of any consequence, makes it plain that the concession extended far beyond 20 the straits of Belle Isle. Notwithstanding this, Mr. Bouchette, the second has delineated only the portion of this concession as extending only from the Kegashka to the Etamamu, which is at least one hundred miles west of the Esquimaux River, and more than two hundred and fifty miles west of the Kesesaskiou; if he had shown the entire grant, it would have appeared that the King had granted concessions to nine other people over the same territory, which would have injured the argument of the Crown; that the Seigniory of Mingan could not have been granted as the Seigniors allege, because the Crown had subsequently

made other concessions over the same territory. And it made the 80 Legardeur grant symmetrical, and consistent with the argument, to cause that grant to appear to stop at the Etamamu, when it really extended more than two hundred and fifty miles further—and to give it a rear boundary line, which the concession does not provide for, and which is wholly unsupported by any title or evidence. The formal character of

¹ Appellant's ex., 28.



this map, no doubt misled His Honor, who argues that the concession Legardeur was evidently ignored by the minister in the subsequent correspondence; and that even if the King desired to grant Bissot what had previously been granted to Legardeur, he had not the power to do so. In this instance, however, the Comte de Maurepas, duly instructed by Intendant Hocquart, was better informed than His Honor; since he doubtless knew, as the fact was, that the Legardeur grant was a fishing and hunting grant only; that it had no depth; that it had expired twenty-four years before De Maurepas' letter was written; and that it was originally made in violation, and probably in ignorance, of the rights of the Bissots, in so 10 far as it extended west of the Baie des Espagnols.

But subsequently, after the expiry of the Legardeur concession, though still in the early part of the 18th century, the Government of New France made several small concessions from the straits of Belle Isle westward, which finally impinged upon the territory previously granted to Bissot. The concession thus made which lay furthest to the westward after the expiry of the Legardeur grant, was a temporary grant to one footaine, and extended to the river Etamamu.

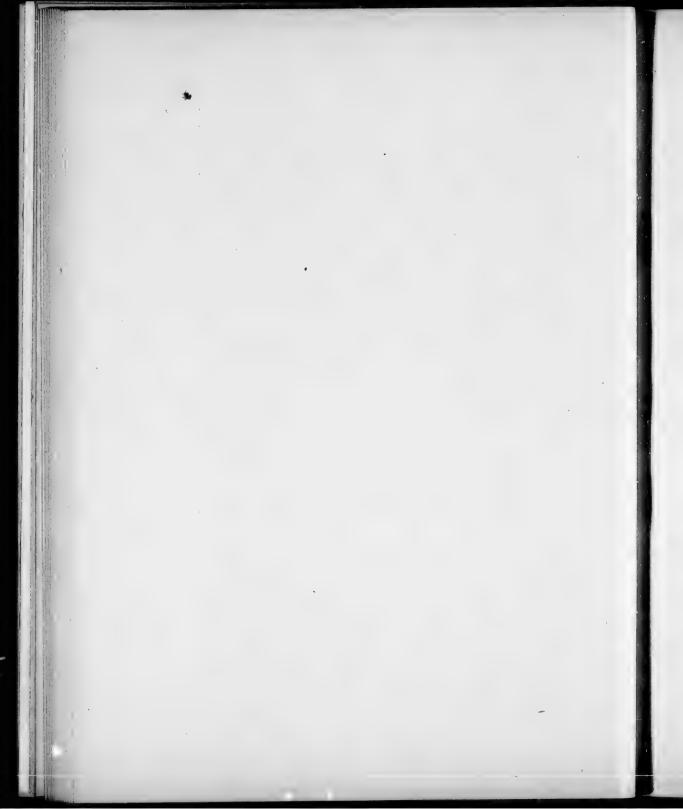
In the same year in which the decision of the Intendant Hocquart was rendered, François Bissot the second, applied for the new title sug-20 gested by Hocquart, by a petition to the King. In this petition, Bissot sets forth the main facts of the title, and adds that his father for 20 years, and he for 40 years, had continuously resided on the seigniory, and worked it in all its extent, by posts subsidiary to the main post of Mingan; that the English had burnt his buildings three times, and that he had rebuilt them; that the western part of the seigniory as far as Cape Cormorant, had been re-united to the Crown; and he asked for a new title to confirm him in the remainder.

No answer seems to have arrived, and the following year he again petitioned the Crown, reciting the facts as before, and complaining of the 30 invasion of the eastern end of his grant by new concessions made west of the Baie des Espagnols, referring to the grants then made including that of Lafontaine, which was bounded on the west by the Etamamu river.²

In this petition he states he would be satisfied, even if in granting the new title, the king should restrict his property to the boundary of the

¹ Appellant's ex., A. 3.

² Appellant's ex., A. 3.



Lafontaine grant; in other words, to the river Etamamu, and he sums up his representations by saying: "Il lui est bien triste que après un possession "de soixante-dix ans sans interruption, dans les endroits qui étaient pour lors inac"cessibles, de s'en voir depouiller petit à petit. L'acte de foi et hommage dont il a
"l'honneur de joindre copie collationnée prouve que ce terrain a été concédé à son
"père. On ne peut lui disputer une possession de soixante-dix ans et d'avantage,"
etc., etc.; "et il supplie votre grandeur de ne luy pus réfuser cette grâce, afin qu'il
"puisse sur ses vieux jours, goûté la tranquillité que ses travaux dans de semblables
"endroits pouvaient lui permettre."

These petitions were sent through the Governor, who, in his letter of 10 enclosure, abstracts their contents without dissent.

Bissot died in 1787, at the age of sixty-four years. In process of time and evidently after much enquiry in Canada, the King's minister in France, on April 9th, 1788, wrote to the Governor and Intendant asking for more information. These officers reply on October 8, 1788, and on April 31st, 1789, the Minister, the Count de Maurepas, wrote as follows:—1

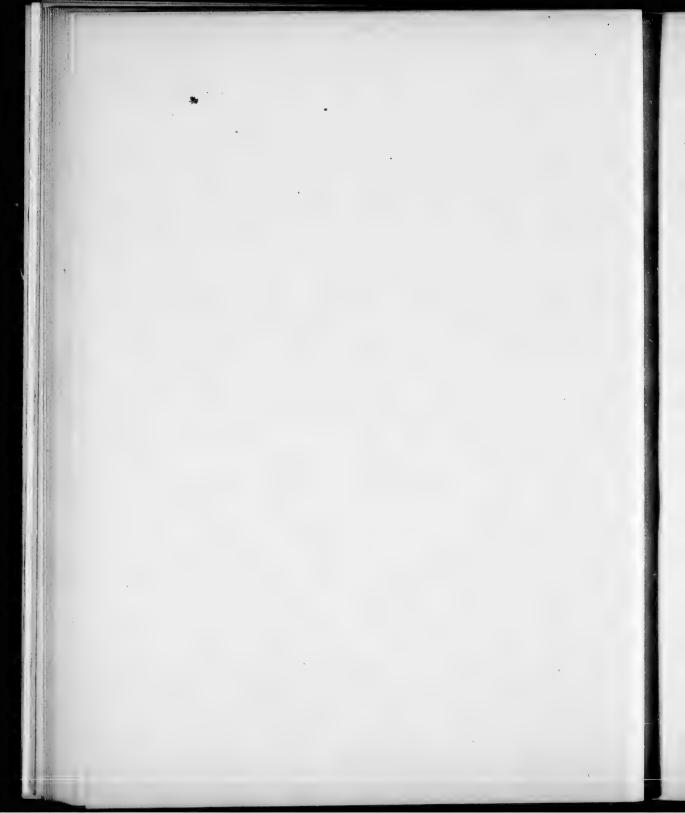
"A VERSAILLES, le 21 Avril, 1739.

"A Messieurs de Beauharnois et Hocquart :

"Messieurs,—J'ai recu la lettre que vous m'avez ecrite le trois Octobre 20 de l'année dernière.

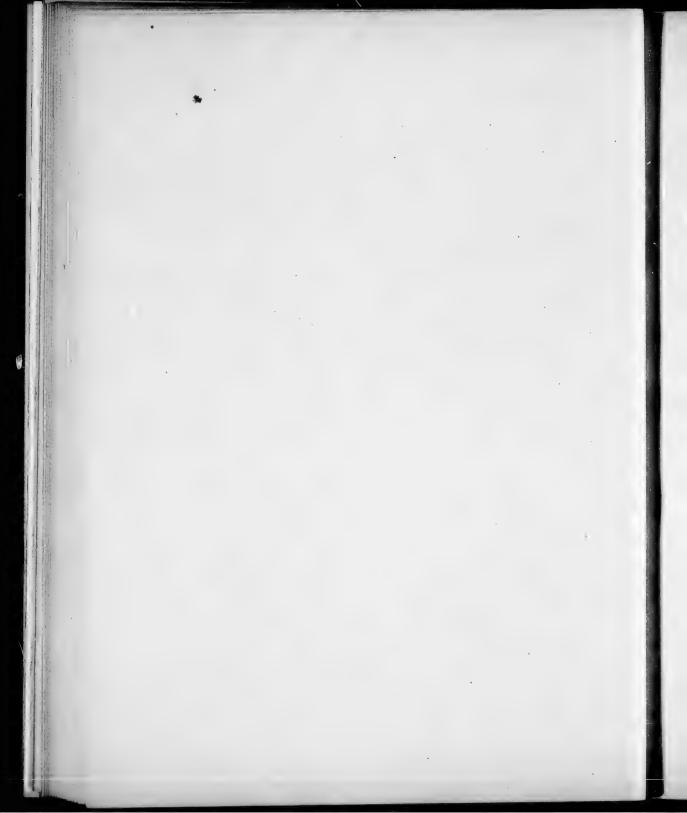
"J'ai examiné les eclaircissemens que vous m'avez envoyés sur la " demande qui avait été faite par le feu Sieur François Bissot d'un brevet " qui le confirmat et les autres co-heritiers de son père, dans les possession "du terrain qu'il avait exposé avoir été accordé par la Compagnie des "Indes Occidentales (de la Nouvelle France) en mil six cent soixante un, " à son père à la Côte du Nord, du Nord du fleuve St. Laurent, quoique " les héritiers Bissot ne soient point en état de représenter aujourd'huy la " concession de ce terrain, cepennant, des qu'il parait par l'extrait du Terrier de " la Compagnie des Indes Occidentales que le Sieur Bissot, père, tenoit de cette 80 "Compagnie ce terrain en question en Seigneurie, que la concession que lui en "avait été expediée, se trouve inserée dans l'extrait de ce Terrier, et que "d'ailleurs, ce meme Bissot et ses successeurs ont établi ce poste, et qu'ils y " ont faite la traite, la chasse et la pêche, sans aucun trouble dans un "étendue de côte de prés de cent cinquante lieues" (the extent claimed by the Seigniors), "il est juste d'avoir égard a toutes ces circonstances, et " elles m'auraient determiné à proposer au Roy de confirmer les héritiers

¹ Appellant's ex., A. 4.



"Bissot dans la possession d'une partie de cette étendue de côte, et de fixer "leur état; mais sur ce que vous m'avez marqué de la situation ou se " trouve actuellement cette famille, et des discussions que pourroient y " occasionner une pareille confirmation, j'ay pris le parti que vous avez " proposé, de suspendre tout règlement a ce sujet, et j'ay seulement fait "agreer au Roy que ces heritiers pourront jouir de l'etendue du "côte que vous avez désignée par votre lettre, depuis la borne du domaine de " Tadousac en descendant le fleuve jusqu'aux bornes de la concession du Sieur Lafon-"taine, sur telle profondeur que vous jugerez à propos de leur fixer, Sa "Majesté s'en rapportant à ce que vous ferez pour cela. Son intention n'est 10 "cependant point de laisser cette affaire sans une décision définite. Elle sou-"haite que vous travailliez à arranger les héritiers Bissot entre eux pour cet "objet, que vous examiniez ensuite s'il conviendra de leur laisser la même "étendue de terrain, ou s'il ne sera pas àpropos de la réduire pour y placer "d'autre concessionnaires s'il s'en présente, et que vous vous mettiez en "état de proposer un arrangement qui en assurant l'état de ces héritiers, " concilie la justice, qui, peut leur être due avec le bien général de la colonie. "Je yous prie de pourvoir à cet arrangement le plus tôt que vous pour-"rez, et de me mettre à portée d'en rendre compte au Roy."

As already stated, the Etamamu River was the western boundary of 20 Lafontaine's grant. The Minister had before him the very same papers which form the Company's Exhibits A., 1, 2 and 3. He had, therefore, all the particulars of the trial, and the conclusion he arrives at is: "Cependant, dès qu'il " parait par l'extrait du terrier de la compagnie des Indes Occidentales que " le Sieur Bissot, père, tenait de cette compagnie ce terrain en question en "seigneurie," and that the land in question was "cent-cinquante lienes" of the north shore, downward from the boundary of the domain. Just one hundred and fifty years ago the King's Minister thus wrote to Beauharnois and Hocquart, in accordance, apparently, with their own report upon the matter; and yet the court is now asked to correct these distinguished per-30 sons in their law and in their facts. This letter alone is, and must be held to be, equivalent to a new title; it is a confirmation ad interim. If there had been no previous title, this, accompanied by possession, would have been equivalent to a grant en seigneurie, for the specified tract, until the King should take further action. No further concessions west of Lafontaine's were made, as is shown on Mr. Bouchette's maps, and by the maps produced by the Crown. Up to that point, at least, continuous possession has



always been maintained, and until very recently, the company held that same extent of territory through their tenants the Hudson Bay Company, and since then by themselves. What Beauharnois and Hocquart did in the matter does not appear; but the heirs held the property until the English appeared on the scene, without disturbance or objection.

Judge Routhier finds in this one of the strongest proofs of title, and next after the *foi et hommage* of 1837, it may well be so considered. In his notes of judgment he says:

"Résumons cette lettre. Sa Majesté s'appuie sur le terrier pour dire "que le terrain réclamé par les Bissots a été concédé en seigneurie; elle 10 "reconnaît leur concession et veut la confirmer. Mais elle suspend seule-"ment cette confirmation à cause des discussions que cette confirmation "pourrait occasioner entre les héritiers Bissot. En tout cas, elle les con-"firme dans leur possession, et en détermine l'étendue à partir du domaine "jusqu'à la concession Lafontaine.

"Le gouverneur et l'Intendant ont-ils agi selon les intentions de Sa "Majesté?

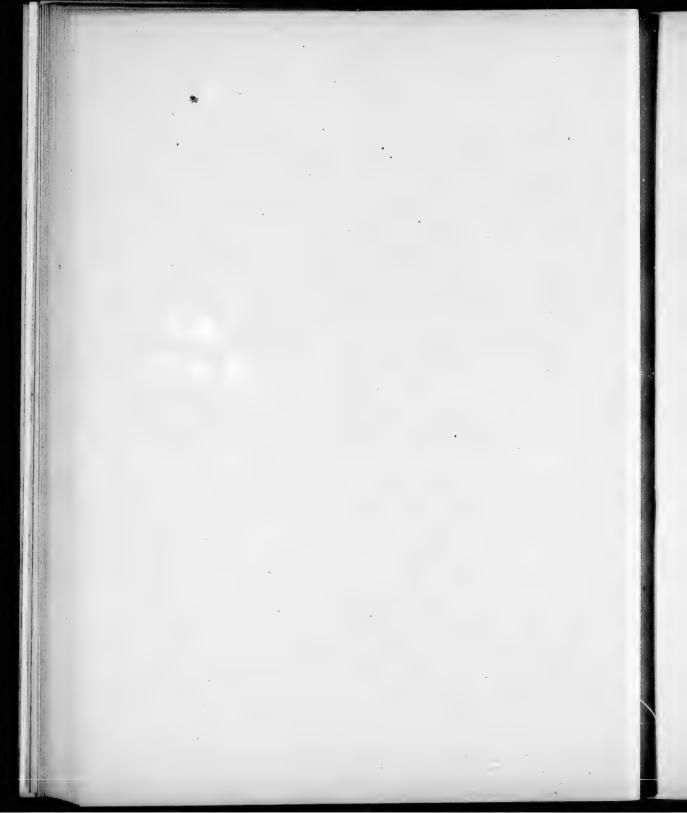
"Nous n'en savons rien, mais il n'en est pas moins avéré: 10. Que "cette réponse de Sa Majesté est une promesse de titre en propriété et une "reconnaissance de possession; 20. Que cette promesse de titres accom-20 "pagnée de possession équivaut à une véritable concession dans notre droit. "(Code Civil, Art. 1478.)

"La Couronne s'est reconnue obligée en justice de donner un nouveau "titre de concession aux héritiers Bissot, dès qu'ils pourraient s'entendre "entre eux. L'octroi définitif fut seulement ajourné jusqu'à cet accord. "Quant à l'étendue que devait avoir cet octroi, elle n'était pas non plus "définie. Voir fin de la lettre du ministre plus haut citée; mais la pos"session et les écrits postérieurs nous permettront de fixer cette étendue."

On the 2nd May, 1786, the same Intendant Hocquart delivered an ordinance, showing that the heirs Bissot continued to occupy the seigniory, 80 and that the Intendant recognized the legality of that possession.

The judgment is reported in the third volume of edicts and ordinances, page 315, and the caption is as follows:

"Jugement, que sur la requête des seigneurs et du fermier de la seigneurie et terre ferme de Mingan, fait défense au sieur Brouague et tous autres, de ne traiter qu'avec les sauvages qui se trouveront sur la concession de ce dernier; du 2ième mai 1786."



The complainant in this case was Volant d'Haudebourg, who declared that being about to leave for the post of Mingan, of which he was proprietor, partly as having married one of the heirs, and as having leased the remainder from François Bissot the second, for nine years; he had learnt that Martel de Brouague was about to stop at Mingan, and to pass along the coast to Labrador for the purpose of treating along the way with the Indians of Mingan to induce them to go to Labrador; and therefore the complainant prayed that de Brouague should be forbidden to enter into any such treaties at Mingan and its dependencies.

De Brouague appeared and stated, that he did not intend treating with 10 any Indians, except those who came upon his own concession and that of La Valterie, twenty-two leagues west of Baie Philippeau, and it was only for the purpose of arriving there more quickly, that he intended passing down the coast in a boat.

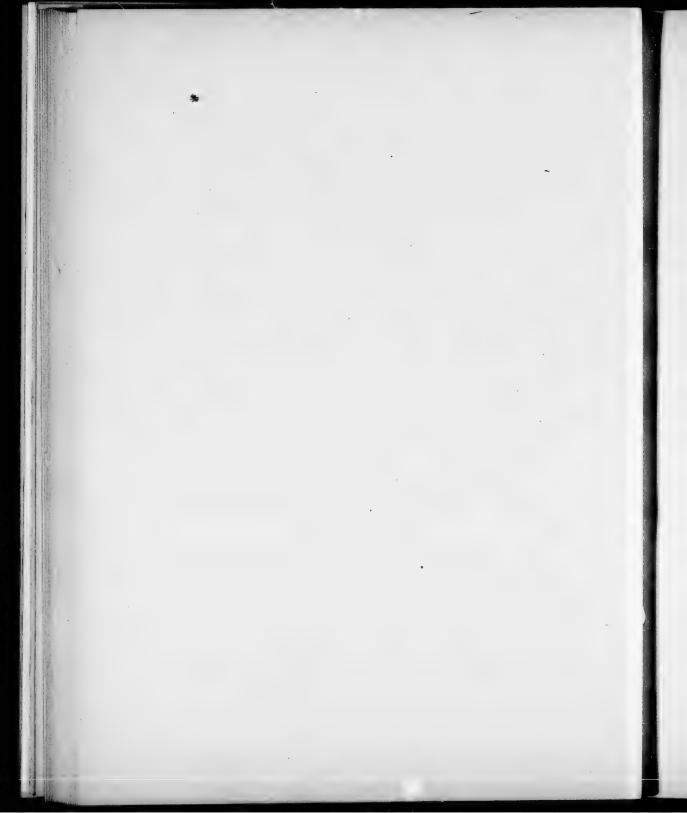
Upon this the Intendant granted acte to d'Haudebourg of de Brouague's declaration, and made the requisite order forbidding him to treat with the Indians along the coast of Mingan.

These concessions of De Brouague and La Valterie were among the concessions west of Baie des Espagnols, of which Bissot complained to the king.

It will be observed that de Brouague did not in this case deny the rights claimed by d'Haudebourg. He merely denied that he proposed to invade them by making treaties with the Indians upon the coast he claimed. And that at the date at which this judgment was rendered, the petition of Bissot to the king was still pending. He remained in possession of his property and that possession was not contested; but on the contrary was by that judgment recognized by the Intendant Hocquart.

These facts seem finally to dispose of the pretension of the Crown that, by the judgment of 1788, the whole seigniory was re-united to the Crown domain. It is true on the one hand that, after that judgment, the 80 heirs Bissot did not obtain from the Crown a formal nouveau titre to the seigniory which they asked for after that judgment, and were promised in 1788; but on the other hand the Crown left them in continuous and peaceable possession of the seigniory.

During this period, and up to the cession of the country in 1768, the Crown made numerous concessions on the north coast, extending as far as from the River Etamanu to beyond the Straits of Belleisle, but after the



remonstrance of Bissot in his petition of 1734, no grant was made west of the river Etamamu. If after the judgment of 1738 the Crown considered the coast lying between Cape Cormorant and the Etamamu river, Crown property, how was it that no part of it was ever granted? Though every inch of the territory on both sides of it was conceded previous to the cession.

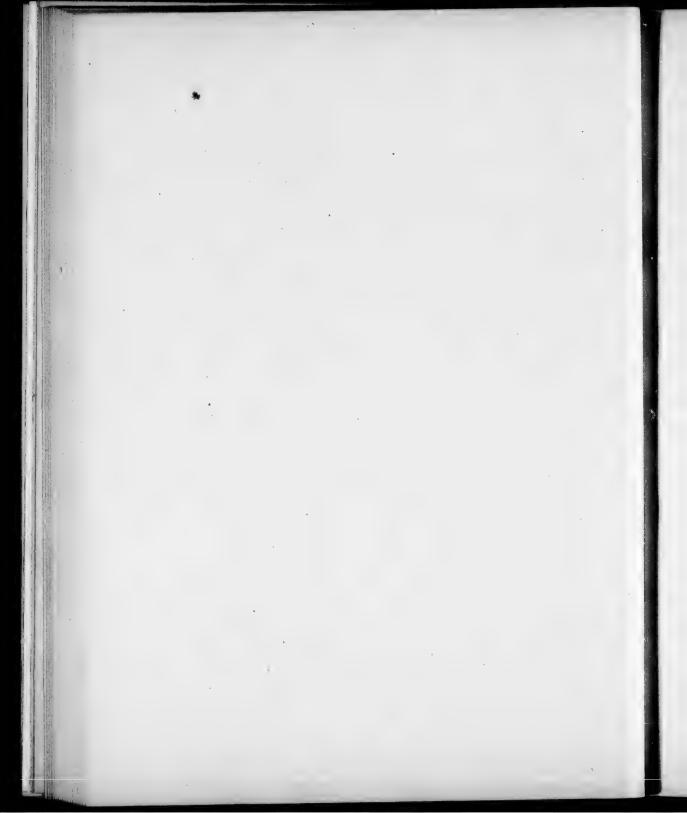
In confirmation of the pretensions of the company, several arrêts, reglements and ordonnances prove that the Bissots and their representatives continued to administer the Mingan property, at the same time that the heirs Jolliet and their assigns administered the islands and islets called by the 10 same name: And that during the same period, the grantees on the north shore of the gulf, were maintained in the enjoyment of the grants made to them, in their contestations with the heirs Jolliet who were proprietors of the Mingan islands.

The company have now traced their title and possession of the seigniory to the date of the cession of Canada to England.

After that cession, some dispute having arisen between La Fontaine, then representing the heirs Bissot, and Governor Murray, La Fontaine memorialized the Secretary of State on the subject, claiming to be proprietor and possessor of the seigniories of Mingan and of the isles and 20 islands of Mingan, up to the Baie des Espagnols, and his claim does not appear to have been disputed by Governor Murray, who disclaimed having any idea of interfering with Lafontaine's rights in the Seigniory.

Afterwards Messrs Cugnet and Taché, as representatives of the heirs Bissot and Jolliet, petitioned the King to assure to them the free and peaceable possession of the seigniories of Mingan and of the islands of Mingan to the Baie des Espagnols. The question was referred to the law officers of the Crown in England. On the documents and facts submitted to those gentlemen (copies of which are fyled in this cause as the exhibit C of the Crown) the Crown officers gave an opinion to the effect that 30 they had no title to these seigniories.

But no doubt it became plain that the Crown officers, in giving such an opinion, had not before them the evidence necessary for its formation; and the seigniors of the terra firma, of the islands of Mingan, and of the island of Anticosti, which were comprised in the same reference, and on which the same opinion was given, have ever since remained in possessions of their respective seigniories. The titles of the seigniors of the is-



lands, and of Anticosti, have never since been disputed, and those properties have frequently changed hands. And the same statement may be made with reference to the seigniory of the terra firms, for the period extending from the reference to the law officers of the Crown, down to the institution of the present action; although for a few years previous to the commencement of these proceedings, persons having designs on portions of the territory, have from time to time asserted the absence of title. The only attempt that has been made by the Crown, or by any subject, to infringe the rights of the seigniors of the terra firma, was made quite recently by the Government of the Province of Quebec, when a few small lots of land sup- 10 posed to contain iron ore, were granted to Messrs. Laflamme and others, notwithstanding the objections made by the seigniors. But this grant was carefully guarded by its terms, so as to throw upon the grantees all responsibility as to the title; a course of action which is unprecedented in Crown grants in this country, and could only have been prompted by grave doubts on the part of the Government, as to its right to deal with the lots in question. The lots, however, were not utilized, and have always remained in the possession of the company.

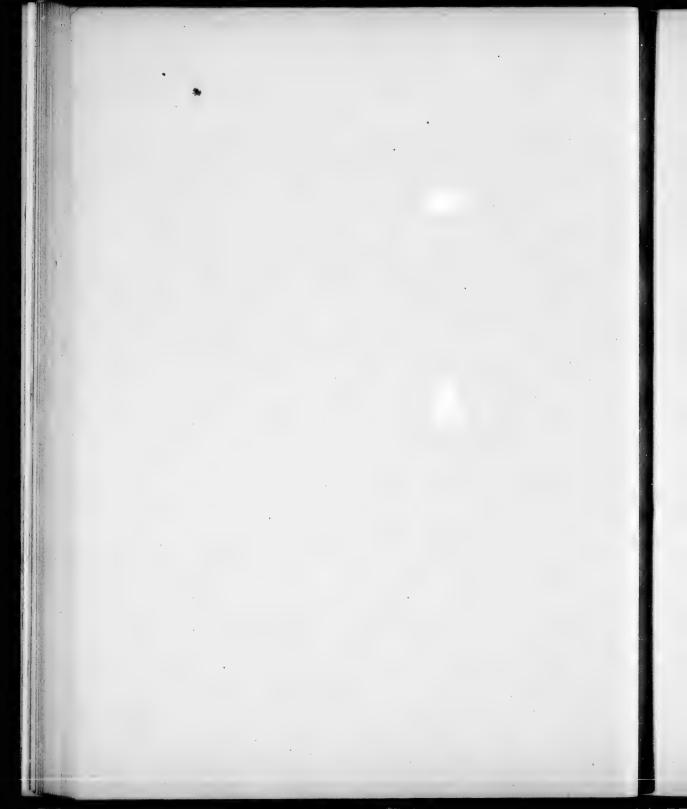
The seigniory continued in the possession of the heirs of the families of Bissot and Jolliet until towards the end of the last century, undergoing 20 during that period many changes of title amongst themselves, by inheritance and marriage, and occasional transfers of undivided portions of it.

After the administration of the country by England began, three English gentlemen, Messrs. Grant, Dunn and Stuart, at first apparently without concert with each other, became proprietors by deeds of sale, of the various undivided portions of the seigniory, previously distributed among the numerous descendants and assigns of the Bissots and Jolliets. And in 1789, having acquired all these rights, they came together, and by a deed signed by them all, consolidated their right of property, and established their shares in the seigniory, at one-half to Mr. Grant, one-quarter to 30 Mr. Dunn, and the other quarter to Mr. Stuart.²

These gentlemen were all of the highest standing in the new Province of Quebec. Mr. Dunn, who purchased one fourth share in the seigniory from Marie Bissot in 1772, was one of the Judges of the Preroga-

¹ Appellant's exhibits, 16, 26, 49, 76a, 78.

³ Appellant's exhibit, 29, 30, 33, 34, 35, 37, 65a.



tive Court of Quebec, and in a position to know all the facts as well as the law in the case. And upon the transfer to him, the Crown demanded and received the quint due under the feudal tenure, upon the mutation of a seigniory, and put him in possession.1

In 1777 Mr. Dunn purchased the share of Miss Belcour de la Fontaine, daughter of Charlotte Bissot. 2

In 1779 Mr. Grant bought at sheriff's sale the rights of Charles Jolliet d'Anticosti in the same seigniory. 3

In 1781 the son of Charlotte Bissot sold his share to François Joseph Cugnet. This gentleman had been councillor in the Superior Council 10 under the French regime, and Attorney General under Governor Murray. He was the writer of the earliest published law book in Canada, printed in 1775.

On the 28th May, 1781, the seigniors rendered foi et hommage for the seigniory of the terra firma. The act of for et hommage is entered upon the public register among other similar acts, but although not apparently objected to, or cancelled, it is not signed by the Governor as is usual. The same omission, however, is to be found in the acts of foi et hommage of other seigniories in the same register, whose titles have always been undisputed. And there is nothing to indicate either that there was any rea-20 son for the omission, or that there was any objection by the Governor to its acceptance. At all events, Mr. Cugnet, who was in a position to know all about the matter, purchased for value a share of the property, five months afterwards.

In 1784 a number of persons, heirs of Claire Bissot, sold their portions to Thomas Dunn and Peter Stuart. They and Mr. Grant bought out Mr. Cugnet's share in 1786 and thus acquired the whole property. 8

In 1789 the consolidation and adjustment of their rights was made as above stated, by a notarial agreement executed in that year.

In 1803, Messrs. Grant, Dunn and Stuart leased the seigniory of

¹ Appellant's exhibit, 37.

² Appellant's exhibit, 29.

⁸ Appellant,s exhibit, 83.

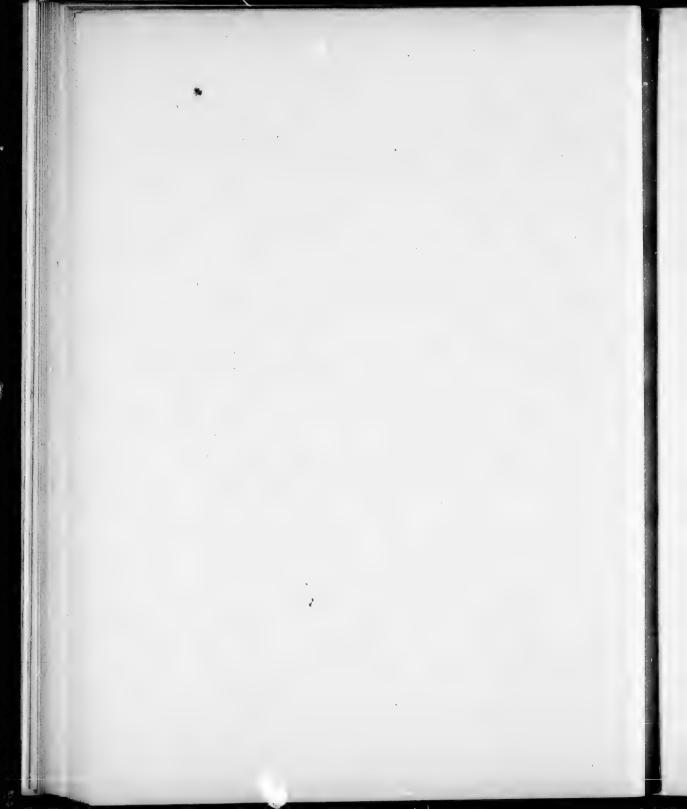
⁴ Appellant's exhibit, 28.

⁵ Appellant's exhibit, 6.

^{*} Appellant's exhibit, 30.

⁷ Appellant's exhibit, 34.

⁸ Appellant's exhibits, 10, 35.



Mingan, down to the River Olomansheeboo, to the North-West Company, which Company bought the stores and outfit at the stations on that portion at the time. The fisheries on the more easterly part of the seigniory were carried on by Mr. Grant and others, until the 30th April, 1808, when all the posts occupied by him and his co-partners, calling themselves the Labrador Company, were sold by sheriff's sale, and bought by the auteurs of the present company. Among the particular posts which they operated on the main land were those at Etamamu, Meccatina, Mutton Bay, St. Augustin, and Brador Bay.

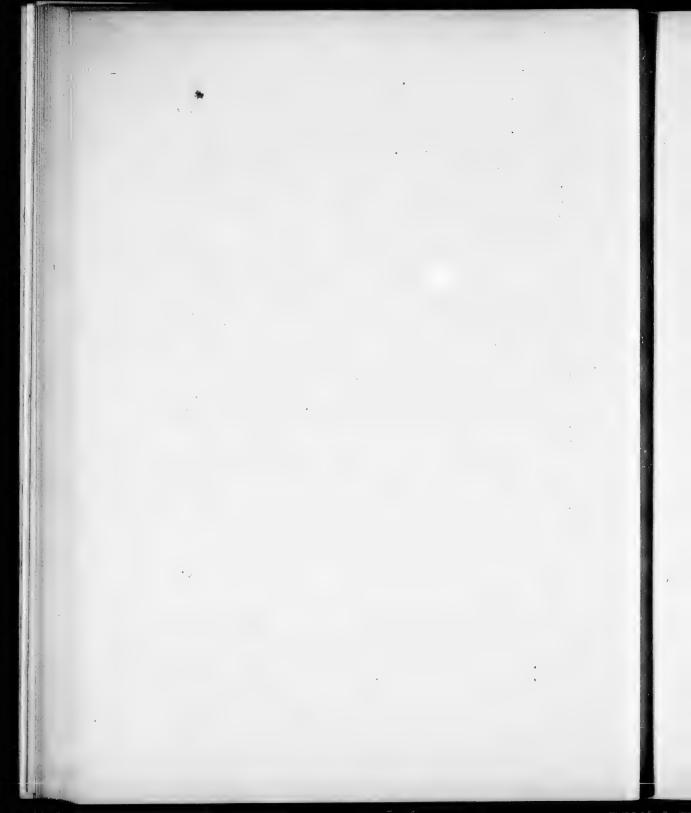
From the date of the lease in 1808, down to a very recent period, the 10 North-West Company, and its successors, the Hudson Bay Company have held, under successive leases, the western portion of the seigniory down to the Kegashka River, and at this moment hold, under leases from the Company, certain posts or stations for trading purposes at different points along the whole extent of the seigniory.² The remainder of the property, the value of which consists chiefly in a number of rivers, mainly small, in most of which salmon are to be found, has been in the direct possession of the Company since the acquisition of the seigniory, and the Company have exercised that possession by using and leasing the rivers and bordering lands for fishing purposes, and in one or two 20 instances have sold rivers with the adjoining land to sportsmen for that purpose.

All the concessions made by the Government to La Fontaine, d'Haudebourg, La Valterie and others, east of the Etamamu, were, for short periods of from five to twenty years, and for fishing and hunting purposes only. None of thes grants were renewed. Upon their expiry the part of the seigniory which they occupied, according to its original boundaries, fell back into the hands of the representatives of the original grantee, and we find them in the possession of Messrs. Grant, Dunn and Stuart in 1789, at which time those gentlemen carried on trading and 80 fishing over the whole extent, either by themselves, or by their lessees the Labrador Company. From that time to the institution of the present action, their possession has been uninterrupted and undisturbed.

To proceed with the proofs of the recognition of the seigniory by direct acts of the Crown. An official list of the seigniories of Canada was pub-

Appellant's exhibit, 24.

² Appellant's exhibits, 11 and 12,



lished in 1803 by Messrs. Vondenvelden and Charland.¹ Vondenvelden had recently been assistant surveyor-general of the Province of Lower Canada, and Charland was a provincial land surveyor. In this list the seigniory of Mingan is included under the following desceiption: "Terra "firma of Mingan—Concession du 25a février 1661, faite par la compagnie au "Sieur François Bissot de la Rivière; de la terre ferme de Mingan; à prendre "depuis le Cap des Cormorans à la côte du nord, jusqu'à la Grande Anse vers les "Esquimaux, où les espagnols font ordinairement la pêche, sur deux lieues de pro- "fondeur."

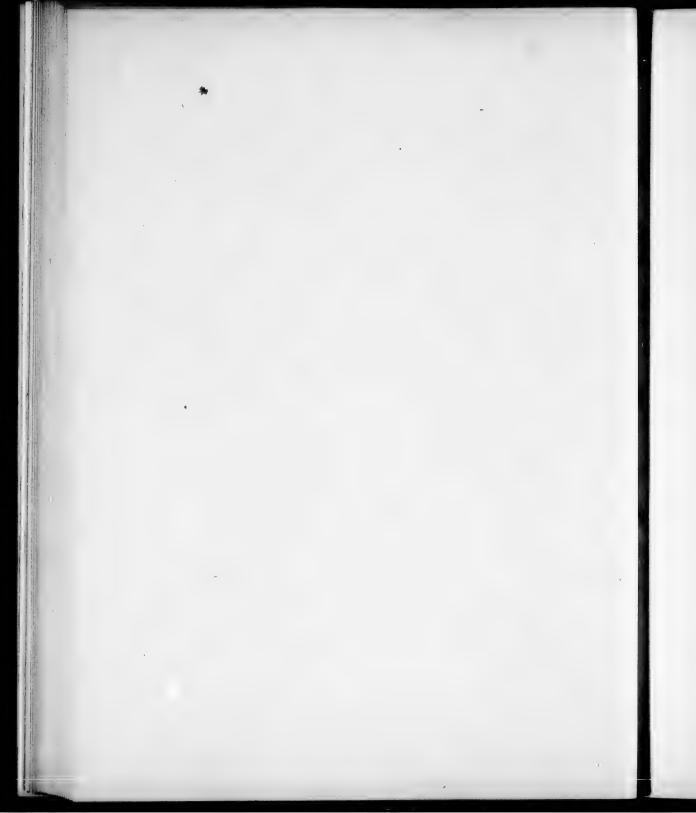
The title of the book containing the list of titles of the seigniories is 10 as follows: "Extraits des titres des anciennes concessions de terre en fief et sei"gneurie, faites avant et depuis la conquête de la Nouvelle-France par les armes
"britanniques, dans la partie actuellement appelée le Bas-Canada; tirées des régistres
"déposés au bureau du secrétaire de la province, et par cet officier certifiés véritables,
"pour servir de références aux seigneuries respectives posées sur la carte topogra"phique de la dite province du Bas-Canada, avec permission dédiée à Son Exce'
"lence Robert Prescott, écuier, capitaine-général et gouverneur-en-chef des provinces
"du Haut et du Bas-Canada. Le tout compilé pur William Vondenvelden,
ci-devant assistant arpenteur général de la province susdites, et Louis Charland,
"arpenteur provincial en icelle, Québec."

Accompanying this book was a map published for the purpose of illustrating it.² This map was made by order of the Provincial Government, under the direction of Samuel Holland, Surveyor-General of the Province. The following is a translation of its title:—"Topographical "Map of the Province of Lower Canada, compiled from all the former as "well as the latest surveys; taken by order of the Provincial Government, "by and under the direction of Samuel Holland, Esq., deceased, late "Surveyor-General of the said Province. Dedicated to His Excellency "Robert Prescott, Esq., Captain-General and Commander-in-Chief of the "Provinces of Upper and Lower Canada, &c., by William Vondenvelden, 30 "lately Assistant Surveyor-General, and Louis Charland, Land Surveyor."

The map did not extend to the present boundary of the Province, as at that time the Eastern boundary of it had been placed under the jurisdiction of Newfoundland. It extends to a point near the River Agwanus,

Appellant's exhibit, 7a.

¹ Appellant's exhibit, 8.



and the rear boundary of the seigniory of Mingan is laid down in this map, as extending to the margin of the map, but no eastern boundary is marked upon it. It was plain to those who made that map, that the seigniory of Mingan extended beyond its limits. Therefore they laid down the western boundary of the seigniory at Cape Cormorant, and they laid down the rear line of the seigniory, but they marked no eastern boundary, for the obvious reason that the eastern boundary lay beyond the precincts of their map. And they accordingly labelled the portion of the seigniory which appeared on their map, as "part of the seigniory of Torra firma of Mingan."

It may be remarked en passant, that the fact that this map terminated 10 near the Agwanus, has probably been the cause of all the errors which have since occurred as to the eastern boundary. This matter, however, will be fully discussed when the question of the correct eastern boundary is treated of.

In 1806, the Crown, having become aware of sales of parts of the seigniory by the representatives of the Bissots and the Jolliets, claimed the quint to which the Crown is entitled on the mutation of a seigniory, that is to say, one-fifth of the purchase money. The proceeds of the sale of part of the seigniory having come before the Court, a claim or opposition à fin de conserver, was fyled by the Attorney-General, on behalf of 20 the Crown, claiming by special privilege the Crown dues of a fifth of the purchase money. The Sheriff duly returned the writ of execution with the opposition annexed.

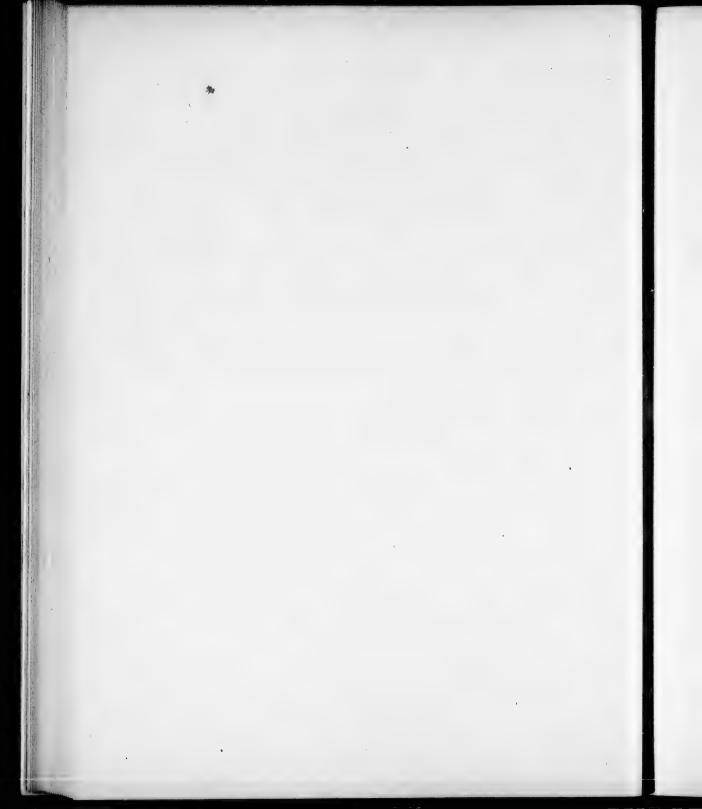
Upon a dispute as to the amount, a notarial deed of reference was executed between the Proprietors of the Seigniory and the Honorable Jonathan Sewell, Attorney-General, leaving the determination of the amount of quint to Jean Antoine Panet, Esquire, advocate.³ And his award having been made, and fyled in the court was accepted by all the parties, and the Crown was thereupon duly paid the amount of its claim on the mutation of the seigniory. The quint or mutation fines due to the 30 Crown on the seigniories of Anticosti, and of the islands of Mingan, were settled at the same time, and treated in the same way.

In the year 1837, acts of faith and homage, (actes de foi et hommage)

¹ Appellant's exhibit, 46a.

³ Appellant's exhibit, 46b.

⁵ Appellant's exhibit, 47.



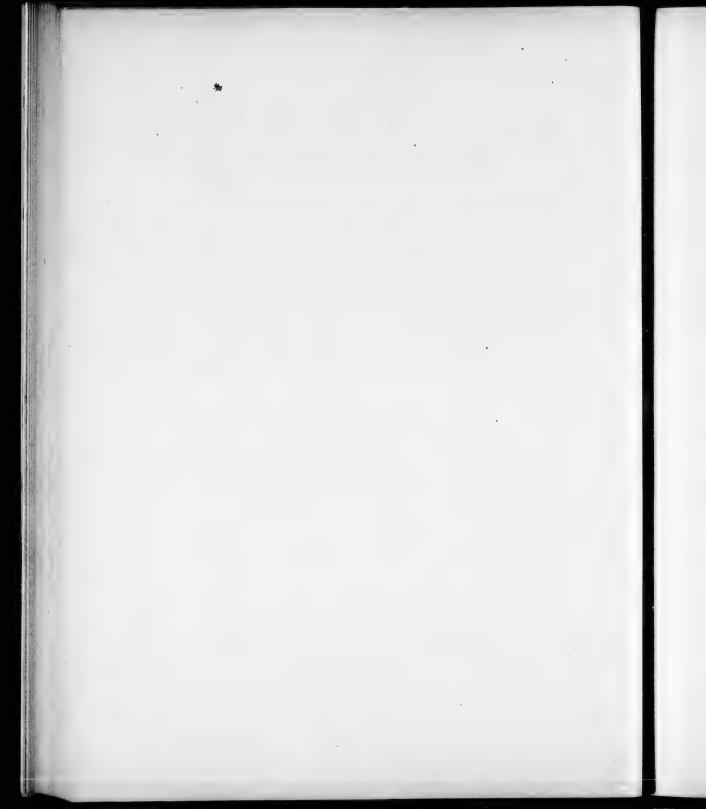
were rendered by different proprietors to Lord Gosford as representing the Crown of England, full; complete and formal in every respect, stating in full the main facts concerning the limits and tenure of the seigniory of terra firma of Mingan, and describing it as it has been repeatedly described, as being bounded to the westward by la Grande Anse vers les Esquimaux où les Espagnols font ordinairement la péche. These acts of faith and homage were duly accepted and signed by the Governor as representing the Crown, and are of record in the archives of the province.

After that period, the province of Quebec was subjected to an important change of government. It became part of the province of Can-10 ada. But since that period it has regained its autonomy as a separate province, and the Government of the province of Quebec, which institutes the present action, denying the existence of the seigniory, is the same Government by direct succession, as that which in 1778 and 1803, demanded and accepted payment of a fifth of the purchase money, as the quint due to it as feudal superior upon the mutation of the seigniory; and in 1837 acknowledged the seigniors as proprietors of the seigniory, and accepted their faith and homage as feudal proprietors under the Crown.

In 1815 Col. Bouchette, who was Surveyor General of the province, 20 published a map of the province, in which a part of the seigniory was laid down; but while it marks the boundary on the west, and the boundary in the rear, it does not indicate the eastern boundary. That is left open and uncertain, which shows that Col. Bouchette was unable to define it, and also that he had in the main, taken his map from the map of Vondenwelden and Charland; but he extends the rear boundary line a little beyond the Agwanus River, and also a few miles further east than the point which constitutes the limit of their map. He continues the map beyond that limit, but not knowing how far the seigniory extended, he neither prolongs the rear line to any particular point, nor lays down the 80 eastern boundary.

In 1829, a special committee of the Legislature was appointed to enquire into roads and other internal communications. This committee procured a map of the Northern coast of the Gulf from Kingston to Anse Sablon, with the seigniories and townships in Lower Canada, and the committee

¹ Appellant's exhibits, 13 and 13b.



returned the map to the House with its report.¹ This map was prepared by William Sax, Provincial Land Surveyor, an officer of the Crown Lands Department, and was ordered by the House to be published with the report. On this map the seigniory is laid down, and named, but its boundary is given at a point at about sixty miles east of the Agwanus, past the Kegashka and close to the Olomansheeboo, to which point the lease of the Northwest Company and Hudson Bay Company as tenants extended.

In 1832 Col. Bouchette, Surveyor-General of Canada from 1804 to 1841, published a book called a topographical dictionary of the Province of Lower Canada. This edition was published after he had been 28 years 10 Surveyor-General. It was by special permission dedicated to the King, and was presented to His Majesty by the author in person. The seigniory is described as follows, by Col. Bouchette:—

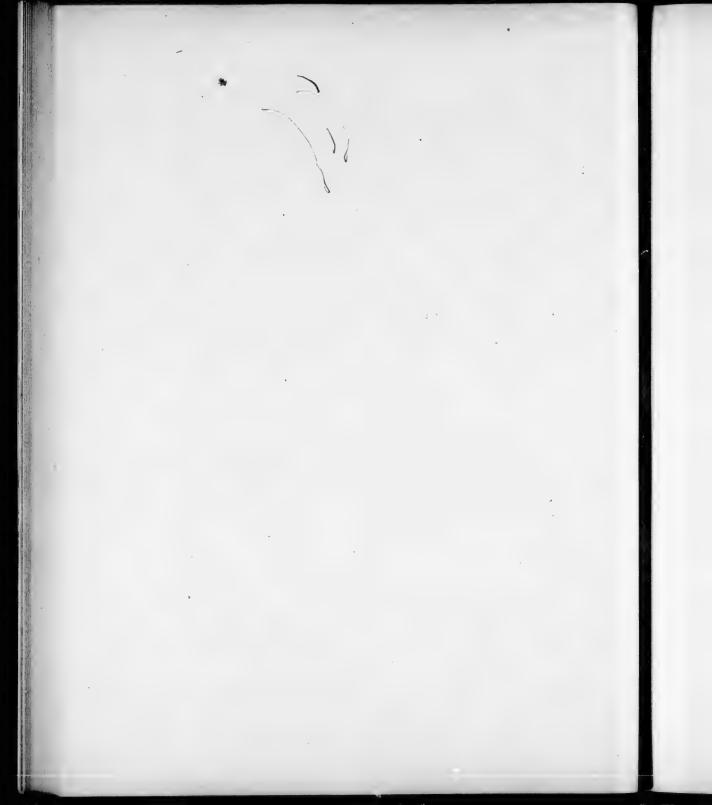
"Mingan, or terra firma de Mingan, Seigniory, extends from Cape "Cormorant, along the northern shore of the Labrador channel to the river "Goynish. Granted February 25th, 1661, to Sieur François Bissot. From "Cape Cormorant to Anse Sablon is the only part now contained in the Province "of Lower Canada."

Col. Bouchette then gives the following abstract of title:-

"Title,—Terra Firma of Mingan, Concession du 25me février 1661, faite par 20 "la Compagnie au Sieur François Bissot de la Rivière de la terre ferme de Mingan, "à prendre depuis le Cap des Cormorans à la côté du Nord, jusqu'à la Grande Anse "vers les Esquimaux, où les Espagnols font ordinairement la pêche, sur deux lieues "de profondeur. Régistre des foi et hommage, No. 78, folio 355."

It will be observed that Col. Bouchette was entirely in the dark as to the eastern boundary. He speaks of it as terminating at the river Goynish, which is supposed to mean Agwanus, but he says that the only part of the seignicry in the Province of Lower Canada is from Cape Cormorant to Anse Sablon, which is just beyond the Baie des Espagnols. This is a little more than the Company claim as the extent of their seigniory. They do not claim that it extends beyond Baie des Espagnols. Col. Bouchette evidently did not know where the Agwanus river lay, if by the Goynish he meant the Agwanus, because the Agwanus is some 150 miles west of Baie des Espagnols; while he indicates that the eastern boundary of the seigniory lies beyond the boundary of the province, which is itself a little

¹ Appelant's exhibit, 19.



east of Baie des Espagnols. His remarks about the eastern boundary, and his description of it will be considered hereafter. His book is quoted here to show that the highest official authority of the province on the subject of its lands and seigniories, authoritatively declared the seigniory of Mingan to exist, and in great part correctly described it in 1832. And the acte of foi et hommage to which he refers as being in the official registry, is that of 1781, which the Crown now seeks to ignore, on the pretence that the Governor himself did not sign it.

In 1846, the son of Col. Bouchette, who was himself deputy Surveyor-General of Lower Canada, published a map of Lower Canada, based upon 10 the materials in the possession of the Government, to which from his position he had full access. Upon this map also the terra firma of Mingan appears with its rear line extended to the Kegashka, but its eastern boundary unclosed.

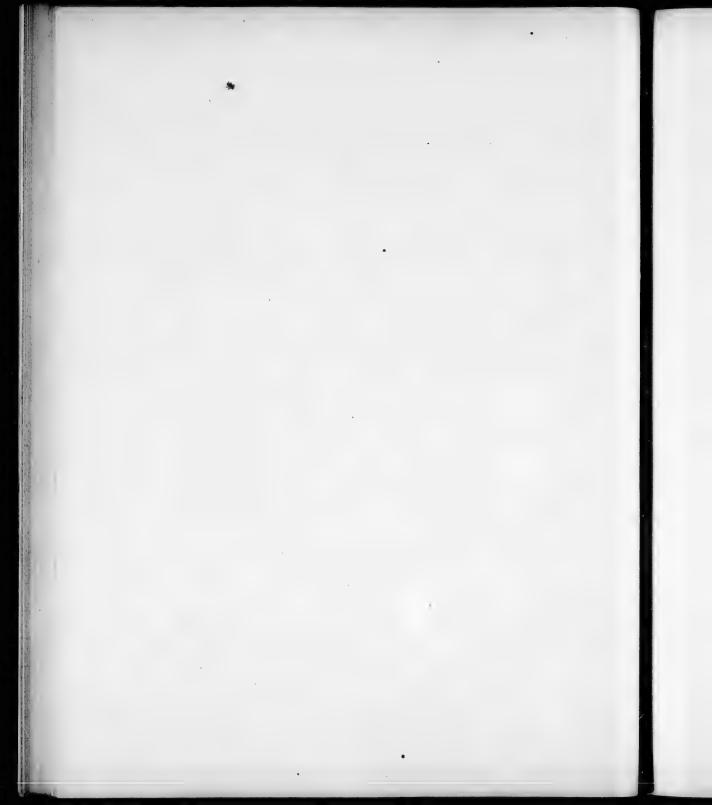
In the Seigniorial tenure act and amendments, passed by the Parliament of Canada, and forming a chapter of the Consolidated Statutes of Lower Canada, will be found at page 428 of those statutes, section 65, which reads as follows:—

And inasmuch as the following "Fiefs and Seigniories, namely; Per"thuis, Hubert, Mille Vaches, MINGAN, and the Island of Anticosti, are 20
"nots ettled, the tenure under which the said Seigniories are held by the
"proprietors of the same respectively, is and has been since the passing
"of the Act 19-20 Vict., cap. 58, changed into the tenure of franc-aleu
"roturier."

In 1857 the Commissioner of Crown Lands presented a report of his department to Parliament with an appendix containing, among others, a map of Lower Canada, made by the same Bouchette the son, who was an official of that department. This map extends about 35 miles east of the Agwanus. Upon this unquestionably official map, is also shown, as extending from Cape Cormorant to the border of the map, the seigniory of 30 Mingan, or terra firma. This map was published under the order of Parliament.

In 1864, Henry Judah, one of the commissioners appointed for the commutation of the Seigniorial tenure, acting for the Crown, made the

¹ Appellant's exhibit, 69.



cadastre of the Seigniory, and issued his certificate accordingly, which comences as follows:—'

"Je, soussigné, Henry Judah, un des commissaires en vertu de l'acte, "Seigniorial refondu, certifie avoir fait conformément à la loi, le present "cadastre de la Seigneurie de Mingan, ou de Terra firma de Mingan." etc.

By an Act of the Legislature of Quebec, 86 Vic. cap. 30, (1871), it is enacted, "whereas the Parish of St. Pierre de la Pointe aux Esquimaux." has been canonically erected by a canonical decree... and is by the

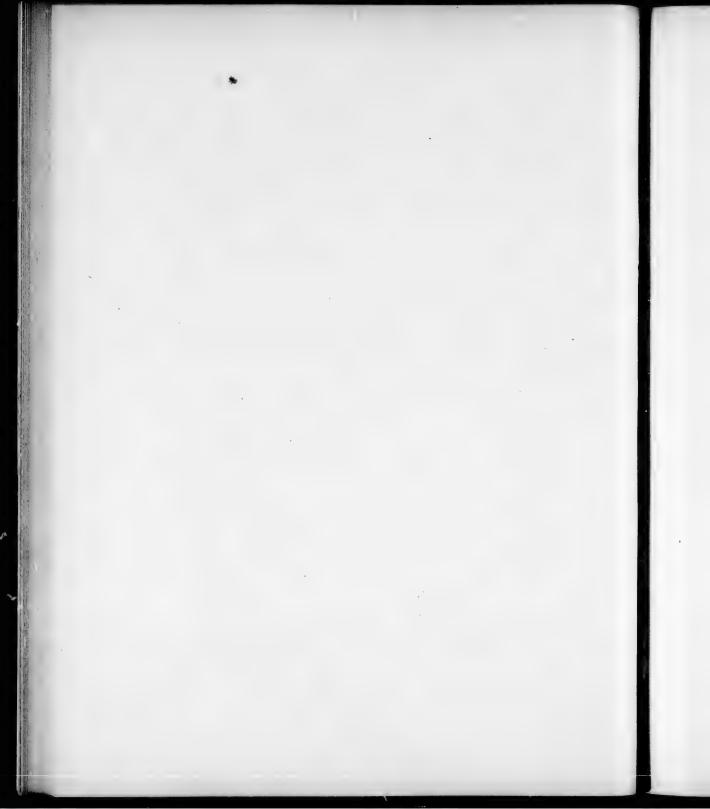
- "said canonical decree described and defined as having the extent and boundaries hereinafter mentioned, that is to say:—
- "That part of the Seigniory of Mingan comprising an extent of about five miles in front by three miles in depth
 - " Her Majesty etc., etc., enacts as follows :-
- "1. The Parishes hereinabove mentioned (i.e. the above named Parish and another) with the boundaries and extent hereinabove assigned to them respectively, shall be and are hereby recognised erected and confirmed as parishes for all civil purposes whatever," etc., etc.

Upon this continuous, unbroken and uninterrupted chain of title, and of recognition by the Government and legislature, the Honorable Judge of the Court below, decided the first ground of the matter in dispute, 20 by holding that the seigniory of terra firms of Mignan had been granted; that it existed; that its proprietorship had been officially recognized: and that it had remained to this day in the hands of the persons who were the proprietors of it for the time being. He did not profess to investigate the titles of the present Company, holding that it was not necessary for him to decide whether or no the present Company really and truly held all the rights of all the representatives of the Bissots and Jolliets in the seigniory. His conclusion may be best stated in his own words:—

"Il me suffit d'établir en cette cause, où Sa Majesté ne peut revendiquer que lu "terre non concedée, qu'une certaine entendue de la terre ferme de Mingan, dont 30 "nous fixerons plus loin les limites, a été concedée par Sa Majesté, et que cette con-"cession a été suivie de possession, et de divers actes et documents equivalents à des "titres recognitifs.

The Company believe that it is unnecessary to dwell further upon the question of the existence of the Seigniory of Mingan. They consider that

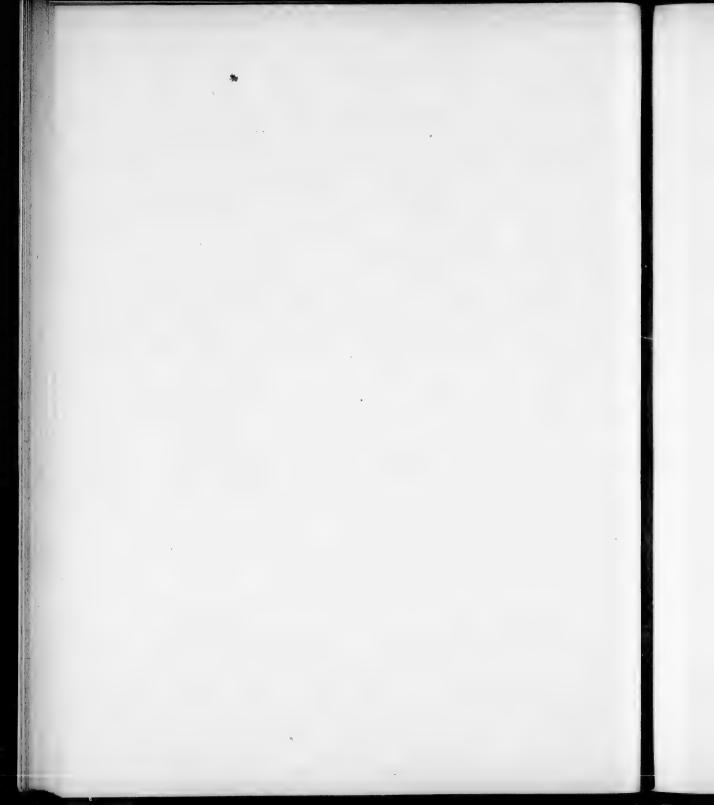
¹ Appellant's exhibit, 69.



the titles and evidence produced, abundantly sustain the judgment of the court below in this respect. And that in fact the actes of foi et hommage of 1887, of themselves are sufficient for that purpose. They will therefore now proceed to the consideration of the second question, namely, as to the eastern boundary of the Seigniory. It is admitted that its western boundary is at Cape Cormorant, and the rear line is laid down by all the authorities as being two leagues from the shore. The only remaining question, therefore, is that which has just been stated, namely, where is the eastern boundary?

The earliest indication of the landmark to which the seigniory 10 extended, eastward, is to be found in an avowal and declaration, aveu et declaration, made on the 11th February, 1668.1 This aven was made for the purposes of the pupier terrier of the West India Company, which had then succeeded to the Company of New France, and appears to have been entered in the papier terrier, or used in its formation. ment, purporting to be an extract from the papier terrier, survives, and it is in a copy of that extract that the first description of the seigniory is found. It is in these words: "Est comparu: François Bissot, sieur de la Rivière, lequel avoue et déclare tenir de nos dits seigneurs, l'Isle-aux-Œufs, située au dessous de Tadousac, vers les Monts Pelés du côté du Nord, quarante-neuf 20 lieues ou environ du dit Tadousac, avec le droit et faculté de chasse et d'établir en terre ferme aux endroits, qu'il trouvera plus commodes, la peché sédentaire des loups marins, baleines, marsouins, et autres négoces, depuis la dite Île-aux-Œufs jusqu'aux Sept Isles, et dans la Grande Anse vers les Esquimaux, ou les Espagnols font ordinairement la véche." The word "dans" has caused much discussion; and a great part of the arguments on behalf of the Crown have turned upon it. The pretention of the Crown is, that the grant was from Isle-aux-Ofus inclusive, to Sept Isles, a distance of about twelve leagues, and that it then overstepped a long line of coast, and granted the Grande Anse by itself, at a great distance from the main body of the seigniory. But, 30 apart from the singularity and inherent improbability of such a grant, it is clearly impossible to reconcile this theory, either with the other pretensions of the Crown, or with those of the company, or with the decision of the Court below. On other occasions, in nearly all the documents that have been found, the expression is "d" or "jusqu'd," and that alone har-

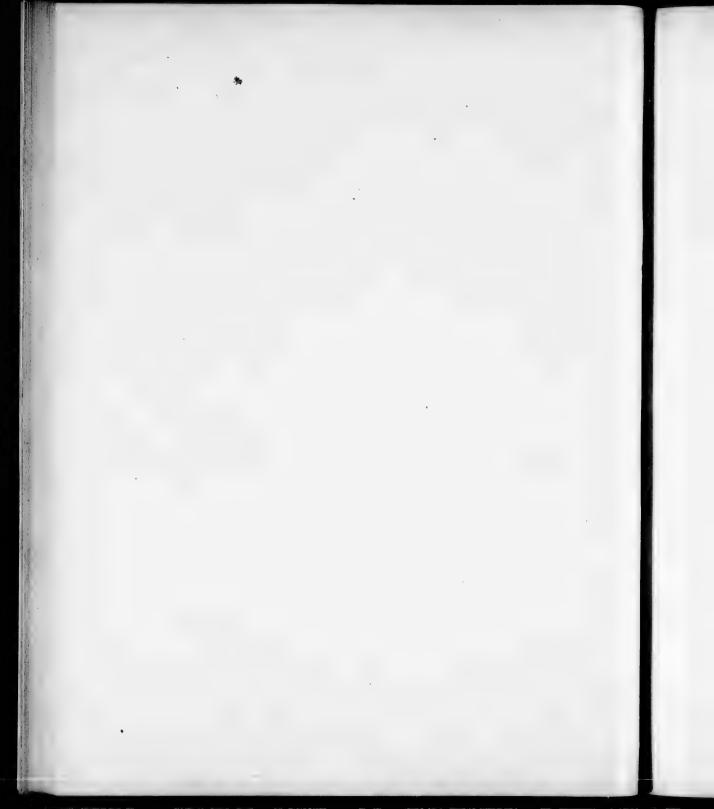
¹ Appellant's exhibit, A 2.



monizes with the pretensions of both parties, leaving the position of the Grande Anse to be determined. The honorable judge in the court below endeavoured to reconcile the expression with his theory of the eastern boundary, by asserting that the whole of the coast extending from Clearwater point, to some indefinite point west of Mingan Harbour, is "La Grande Anse." But no fact exists to support this theory. In the first place the harbour of Mingan is not a bay, it is formed by a cluster of islands which constitute its shelter. The coast there is not indented like a bay; it is not near the Esquimaux, who were never to be found so far west as Mingan harbour; that portion of the coast having then been, and being 10 now, occupied by a tribe of inland Indians called Montagnais. And there is no indication to be found, either in history, or in any document, or otherwise, that the Spaniards ever fished there, or that they ever approached within a hundred miles of Mingan harbour. The use of the word "dans" is probably an error; but, however it came there, the construction of it contended for by the Crown, is utterly irreconcileable with every other known description of the property, and with all the documents, maps, facts, and circumstances, produced or developed in the case. This will more clearly appear as the examination of the question is proceeded with, and the difficulty of accepting the word "dans" as being 20 correctly inserted in the copy of the extract from the papier terrier, will become apparent, long before the statement of the facts in this connection will have been completed.

Although neither the papier terrier of 1668, nor any document made in 1678 by Duchesneau under the order given to him, has been found, a copy of the map which was made under his orders in 1668 is of record, to which allusion has already been made. On this map the words "seigneurie du sieur Bisen" are printed, evidently comprising the whole territory along the coast, from the Isle-aux-Œufs down to Baie des Espagnols. It must be remembered that the map was officially made, to accompany and elucidate 30 the papier terrier, and must be presumed not to have been inconsistent with it. Yet the indication of the seigniory given on the map, constitutes an absolute and direct contradiction of the construction of the uveu contended for by the Crown; because the Seignieurie de Sieur Bissot, as laid down on the map, covers the space which the Crown contends was overstepped, and

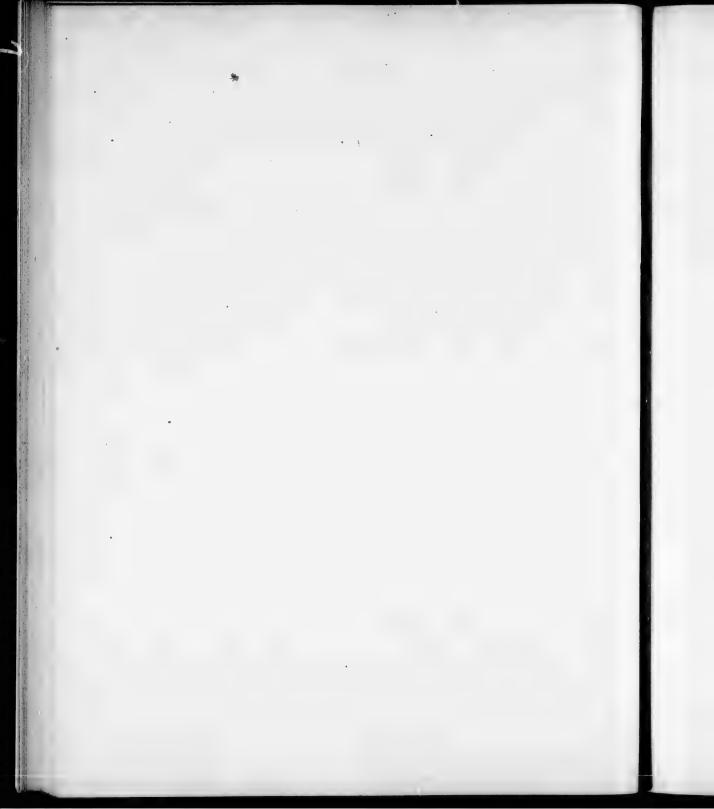
¹ Appellant's exhibit, 4.



omitted from the grant. And while directly controverting that construction, the description so given, without directly marking an eastern boundary of the seigniory, shows that it must have extended far to the eastward of the Agwanus.

In the pleadings in the case of Gastin, Payre, et al, already referred to, it was alleged by one of the parties as a ground for obtaining the privilege he claimed, that if such were refused, there would be very few people who could fish for cod, because the south shore belonged to certain old families, the north being the Crown Domain, and "les iles de Mingan, Anticostye, et terre ferme vis a vis icelles, jusqu'aux limites de la dite ferme (du Roi) appartenant aux 10 familles des feus sieurs Jolliet et Bissot." Here the parties treat as a matter, not in controversy, but of common knowledge, that the mainland opposite the Mingan Islands, extending westward to the boundary of the King's domain, that is Cape Cormorant; and comprising the entire tract which the Crown now contends was excluded from the grant, viz., between Sept Isles and La Grand Anse; belonged to the Bissots and Jolliets. And the Intendant, Begon, granted Gastin's demand for the time being.

In the suit to which allusion has already been made, between the Farmer general and the Bissots, which took place a few years after the ordonnance of Intendant Bégon just referred to, the procedure indicates that 20 the Bissots occupied the main-land continuously, far below Sept Iles. The judgment itself plainly shows that, for it reunites to the King's domain, the land from Isle-aux-Œufs down to Cape Comorant, which is thirty miles east of Sept Isles; and recognizes the occupation by Bissot of the coast east of that point. This is absolutely inconsistent with the theory that the grant only gave Bissot from Isle-aux-Œufs to Sept Isles, and overstepped the interval between Sept Isles and La Grande Anse. Again, in the same suit, the position which the Crown now assumes, was taken by Mr. Cugnet, the Attorney for the Farmer general, in his reply to the defence of the Bissots. He stands by the letter of the Aveu, and urges that the Bissots could have 30 no rights between Sept Isles and La Grande Anse, because the grant was of Isle-aux-Œufs to Sept Isles " et dans La Grande Anse, etc. His replication says, "il en résulte nécessairement qu'ils n'ont la faculté de faire les établissements que depuis L'Isle-aux-Œufs jusqu'aux Sept Isles, et dans la Baie des Espagnols, sans aucun droit de propriete dans ces deux endroits; et qu'ils n'ont pas même le droit de faire aucun établissement sur le terrain qui est depuis les Sept Isles juqu'à la dite Baie des Espagnols, parcequ'en matière de titre, tout ce qui n'y est pas posi-



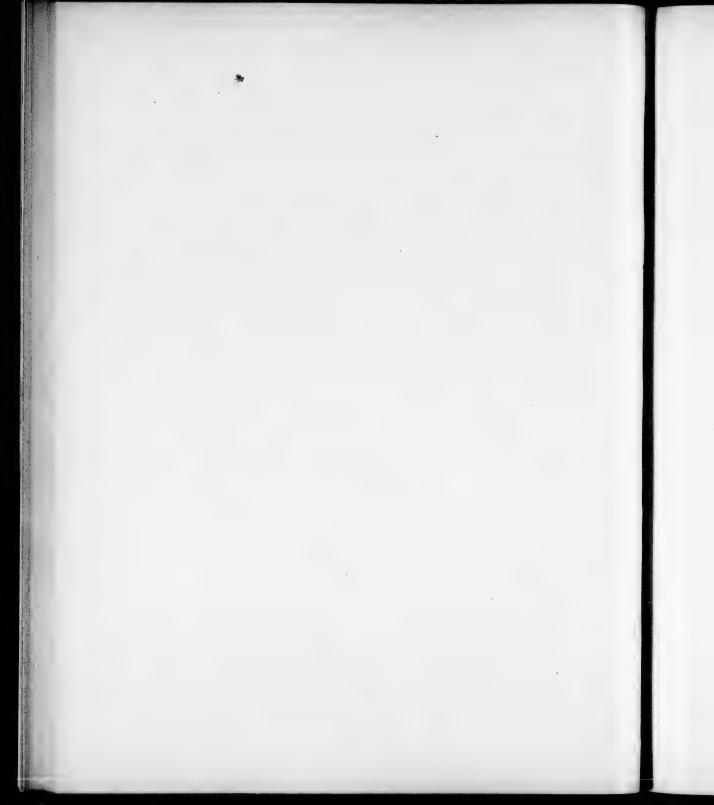
tivement exprime, en est excla. This was the not unnatural pleading of a lawyer, who had before him the extract from the aveu as the only title of his opponent; and it has been exactly followed by the Crown in this case after an interval of a century and a half

But M. Hocquart, the Intendant, did not accept that view. According to the letter of the aveu for which Mr. Cugnet contended, the right of the Bissots extended only to Sept Isles; yet by the Ordinance of the 12th May, 1738, the Intendant re-united to the domaine "le dit terrain concédé au "dit Sieur Bissot, depuis et compris la dite Isle-aux-Œufs jusqu'à la pointe des "Cormorans, qui est à quatre ou cinq lieues au-dessous de la rivière Moisy;" that is 10 to say about thirty miles east of Sept Isles: plainly refusing to accept the strained interpretation which the advocate of the Farmer-General would have placed upon the grant.

But this Ordinance, and the pleadings which preceded it, throw still further light upon the question of the exact Eastern Boundary. It will have been already observed that Mr. Cugnet treats the Baie des Espagnols as identical with "La Grande Anse, &c.," for he mentions it by name several times in his pleadings. He goes further, and speaks of the occupation by the Bissots of the whole coast down to that bay, and concludes that they should get a new title for it. As summarized by the Intendant: "Que les 20 dits défendeurs et intervenant fussent tenus de prendre nouveau titre pour l'établissement par eux fait au dit Maingan, à commencer au Cap des Cormorans, en allant à la baye des Espagnols, &c., &c. And he refers them to His Majesty for a new title in respect of the establishment thus described This also establishes the important fact that the Bissots were in possession of the coast from Cape Cormorant to Baie des Espagnols, and that that coast constituted their establishment, then known as Maingan.

It has already been suggested, and the remarks of the Judge in the Court below have been quoted to that effect, that the reference of the Bissots to the King for a new title, implied that a title already existed. If the 30 Bissots had been mere trespassers upon the coast from Sept Isles to the Bay des Espagnols, as Mr. Cugnet then pretended, and as the Crown now pretends; the Intendant Hocquart would not have reunited to the Crown domain a part of the land they trespassed upon. He would simply have ordered them to desist from their wrongful possession, and ejected them. And he would not have referred them to the King for a new title.

The proceedings between the Bissots and Martel de Brouague, as



owners and lessee of the Seigniory respectively, and Volant d'Haudebourg, also establish that the Bissots held the right to the coast for a great distance below the post of Mingan, and the judgment rendered on those proceedings rests upon the recognition of that right. This also is absolutely incompatible with the pretention of the Crown that the coast between Sept Isles and Baie des Espagnols was not included in the grant.

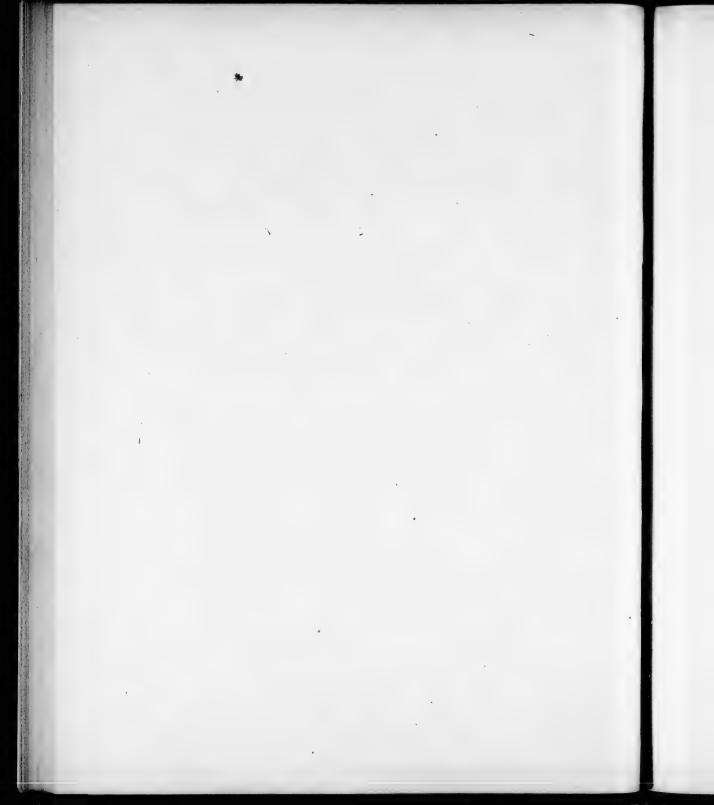
It would appear that the Seigniories of les Isles et Islets de Mingan, and of La terre ferme de Mingan, were not only opposite, but also conterminous to the eastward. The grant of the Isles and Islets to Lalande and Jolliet, contains a very similar description of the eastern terminus, to that claimed 10 for the Seigniory of La terre ferme. The concession, dated 10th March, 1679, describes the seigniory of the Isles and Islets as follows: Les Isles et Islets appelleés Mingan, estant du coté du Nord, et qui se suivent jusques a la Baye appelée L'ance que Espagnols, auquelle lieux ils désiraient faire des établissements de pesche de morue et loups marins." If the identity of the description were not sufficient, the point would be rendered plain by the reglement of date the 30th Sept., 1739, rendered on the contestation between De la Gorgendière and others, proprietors of the seigniory of the isles and islets, and La Fontaine and Pommereau, temporary concessionaires of portions of the mainland opposite the eastern portion of the Islets of Mingan. La Fontaine 20 and Pommereau were two of the persons to whom small portions of the eastern end of the seigniory of La terre ferme had been temporarily conceded, of which concessions Bissot complained in his memorial to the King already referred to. That judgment recognises the fact, that the isles and islets extended "iusqu'à la Baue appellée L'Anse aux Espagnols;" and that some of them were opposite to the concessions of Lafontaine and Pommereau. A judgment rendered in 1742, condemning the widow Pommereau to pay rent for the Islet of Mingan opposite her post specifies the place by name, as Gros Meccatina.3 Therefore, L'anse aux Espagnols which was the boundary of the Seigniory of the Isles and Islets of Mingan was 30 east of Gros Meccatina. But the memorials of Bissot the second to the King, and the letters of the Comte de Maurepas,4 shew plainly that the concessions to Lafontaine and Pommereau were really taken off the eastern

¹ Appellant's exhibit, 36.

^{2 2} Ed. et ord., p. 550.

³ 2 Ed. et ord., p. 570.

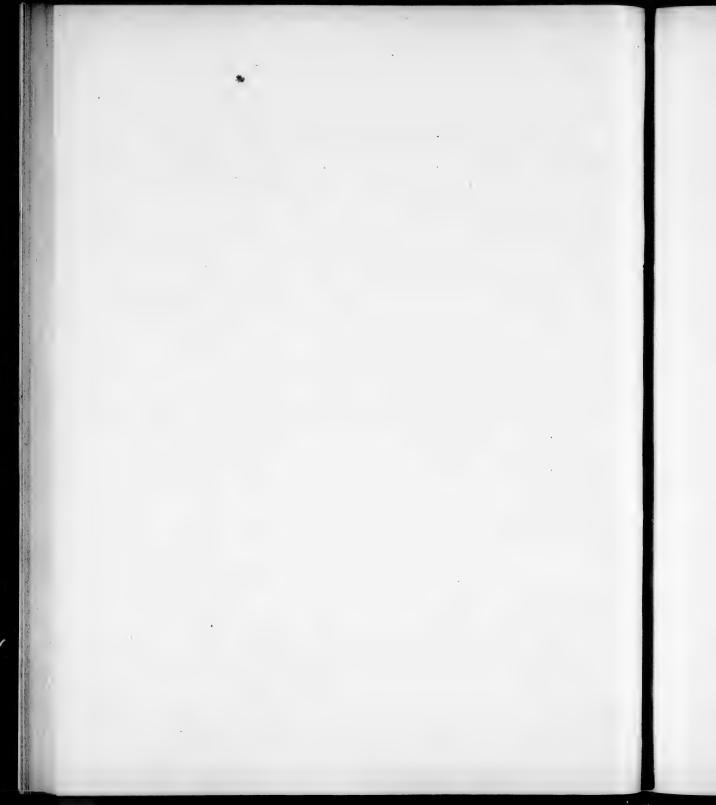
Aprellant's exhibit, A 3



portion of La terre ferme, west of the Baie des Espagnols; and, no doubt, the same striking landmark was the eastern boundary of both Seigniories, namely the great cove or bay, called up to that time, La Grand Anse ou les Espagnols font ordinairement la péche, then L'anse-aux-Espagnols, and then La Baie des Espagnols. Subsequently it is found to be described as Baie Phelypeaux, and as the Company contend, at present, Brador Bay.

The Baie de Sept Isles, is one of the most remarkable points on the north coast of the gulf. It is of circular form, nearly six miles in diameter with an opening towards the sea, intercepted and sheltered by seven huge boulder islands, visible thirty miles off. From thence to L'Anse aux 10 Espagnols, which is almost equally striking in character, the coast is uninteresting, the only harbour of importance being Mingan proper, which is flat and sandy. It is not unnatural that in the prevailing ignorance of the details of the north coast, Seven Islands Bay on the one hand, and on the other a large bay known as being frequented by Spaniards, as well as by the French, should be mentioned as boundaries, on a coast possessing no essential value as land, or for settlement.

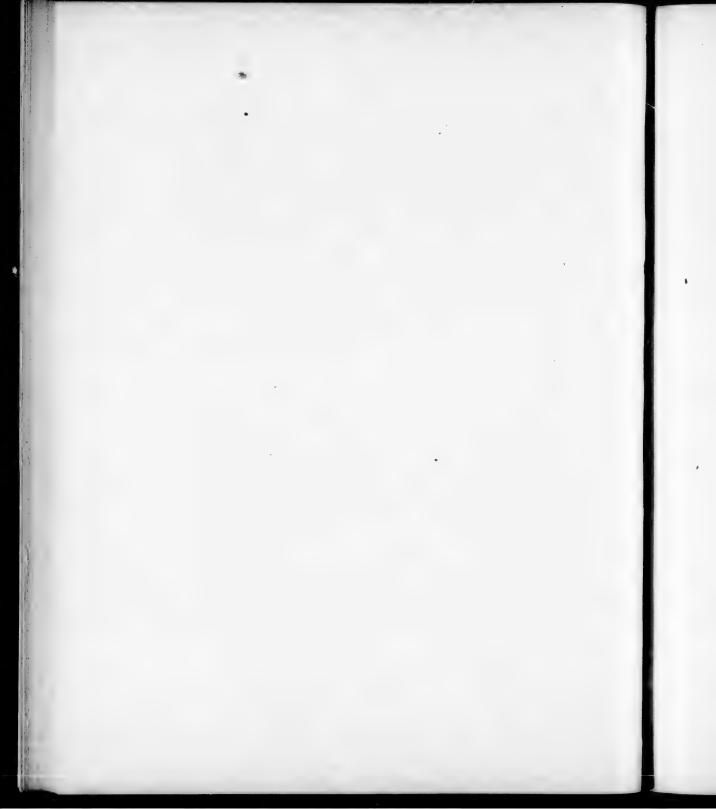
The contention of the Company that La Baie des Espagnols is the same which is now known as Brador Bay is not difficult to sustain, as the means of doing so are abundant. The word Anse is most correctly translated 20 by the English word "cove," conveying the idea of a bay with a somewhat contracted and limited opening. Brador Bay is a Bay of this description, with bold and conspicuous headlands marking its eastern and western portions, at no great distance from each other. One of these points is called "Grande Pointe," corresponding to the name "Grande Anse," as applied to the Bay. In the history of the New World, by Jean de Laet, the French and the Spanish are spoken of as entering by the Strait of Belleisle for the whale fishing; and that neighbourhood is stated to have been the resort of Spanish as well as French fishermen, as that part of the coast abounds in sheltered harbours, where fishermen can anchor all 30 the fishing season. This section of coast comprises only the waters east of the headland of Meccatina, and there is no convenient harbour from there to the post of Mingan. There is not in the whole of this distance, west of Meccatina, any indentation of the coast answering to the description of La Grande Anse, and especially there is no Bay of that kind at the Agwanus, where the Judge in the Court below fixed the Eastern Boundary. Nor is there along that whole distance any indication, or



evidence, of the occupation of it, or of any part of it, by Spanish fishermen. In the old documents, the words "La Grande Baye" were frequently used to designate the Labrador Coast, from Meccatina to the Straits of Belleisle It is so described on the maps of Champlain. And in the rear of this so-called Bay, the Esquimaux are designated as the inhabitants. Champlain says, there is a place in the Gulf of St. Lawrence called "La Grande Baye," near the north of Newfoundland, where the Basques come and fish for whales. And again he speaks of the Grande Baye: "Grande Baye, ou se "fait le plus souvent la pêche de baleine, par les Basques et Espagnols." It is within these limits that La Grande Anse must be placed, for there we 10 have the essential elements contained in its description. That is, it is "vers les Esquimaux;" and it is where "les Espagnols faisaient ordinairement leur peche." The Baie des Espagnols lies near the middle of this so-called Grande Baye, and is really the most important harbour on that part of the coast. And in all respects it exhibits the characteristics of La Grande Anse. In confirmation of this view, the Company refer to an interesting document found in the "Correspondence officielles des Gouverneurs en Canada." It is the detailed report of a "Voiage qu'a fait le Sieur de Courtemanche à la côte des Esquimaux, depuis Kegaska jusqu'au Havre St. Nicholas." 2 The Sieur de Courtemanche was the Sieur Augustin Legardeur de Tilly de Courtemanche, 20 the grandson of a Norman gentleman who settled in Canada early in the seventeenth century. In the year 1702 he obtained a grant from the King of a considerable extent of territory for fishing purposes, for ten years, east of the Kegashka. Afterwards, in 1714, upon obtaining a small grant at the Baie des Espagnols, the former grant having previously expired, he built a fort there, which he commanded for the King. It was called Fort Ponchartrain, and he gave the Bay the name of Baie Phelypeaux, both names being taken from Phelypeanx, Comte de Ponchartain, who was then Minister of Marine. In the voiage of this gentleman, the coast is described with much detail. Going eastward, fifty leagues 30 below Mingan, is Kegashka, the river and harbour; then Mascourou; then the Rivière de la Peinture (Olomansheeboo or Paint River); then Etamamu; then Netagamu; then Little Mecatina; then Grand Mecatina; then Ha Ha Bay; then St. Augustin; then Esquimaux River and Esquimaux

¹ 3. Voyages of 1632, p. 104.

² Appellant's exhibit, 22.



Bay; then comes the following:—"Huit lieues ensuite est la Baye des Espagnols, dans laquelle la pêche de morue est très abondante. Les Espagnols, au dire des sauvages l'y ont fait autrefois, et probablement y serait encore, si ce n'etait le mauvais traitement qu'ils y ont reçu des Esquimaux. L'on y voit encore les vestiges de leurs établissement, fourneaux à fondre l'huile de loups-marins, maisons, couverture: de l'huile, et choses semblables. A une lieue plus bas, est la Grande Pointe."

This important document was found among the papers forwarded by the Governor of Canada to France, and as has been shown, was written by a man of rank and education, familiar with the coast of Labrador. The journal gives the daily voyages, the distances traversed, and finally 10 describes unmistakably the grande anse, which was near the Esquimaux, and which was the place where the Spaniards ordinarily fished. And its identity with Brador Bay is indicated by the description of Grande Pointe, which to this day bears the same name as in the time of de Courtemanche, and forms the eastern limit of Brador Bay. If more were needed, a map, compiled for the use of the King's ships, by order of M. Rouille, Minister of Marine, mentions the Bay Phelypeaux, but adds, "quelques manuscrits nomment cette Baye, la Baye des Espagnols." And Jacques Lafontaine dit Belcour, in his petition says, "La Baye des Espagnols, qui est la Baye Phelipeaux ou de la Brador."

This is also the place indicated in the earliest extant deed of sale relating to the seigniory (10th July, 1709), in which Bissot de Vincennes sold his share of the property to Francois Bissonet.³ It is there described as l'étendue de la concession qui appartient aux successions de ses dit père et mère, sutuée sur la Fleuve St. Laurent, a prendre depuis l'Isle-aux-Œufs jusqu'au Blanc Sablon.

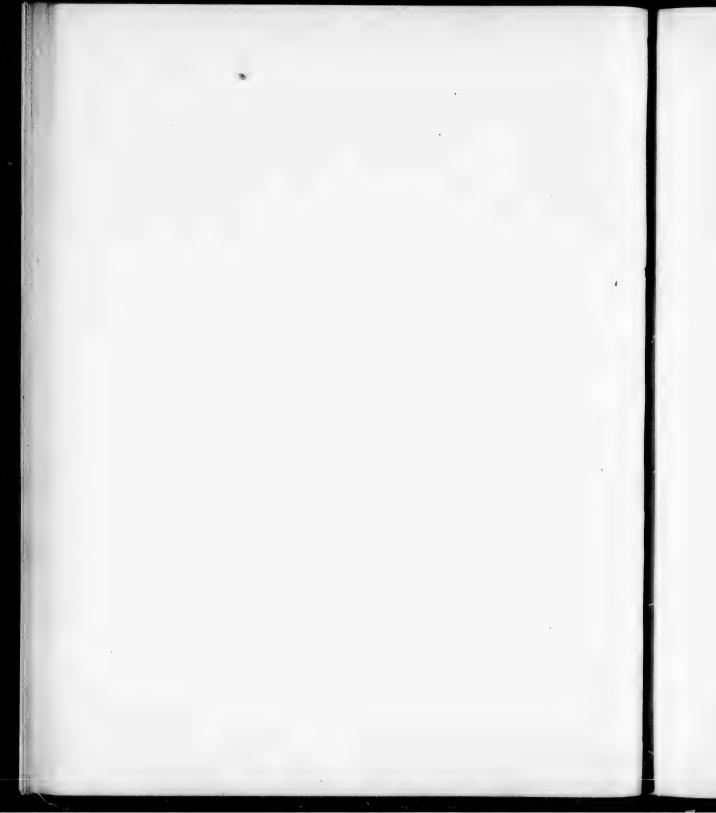
In 1771 the Bissots and Jolliets leased the seigniory, describing its extent as jusqu'd l'anse aux Espagnols ou Baye Phelipeau, vulgairement appellée La Bradore.

Mr. Bouchette, in his topography, while speaking of the "Goynish" as 30 the Eastern boundary, says, "From Cape Cormorant to Anse Sablon is the only part now contained in the Province of Lower Canada." This shows plainly that he did not know where the River "Goynish" was. He might easily be mistaken as to the locality of a small river on a comparatively

Appellant's exhibit, 27.

² Respondent's exhibit, A., C. and E.

Appellant's exhibit, 16.

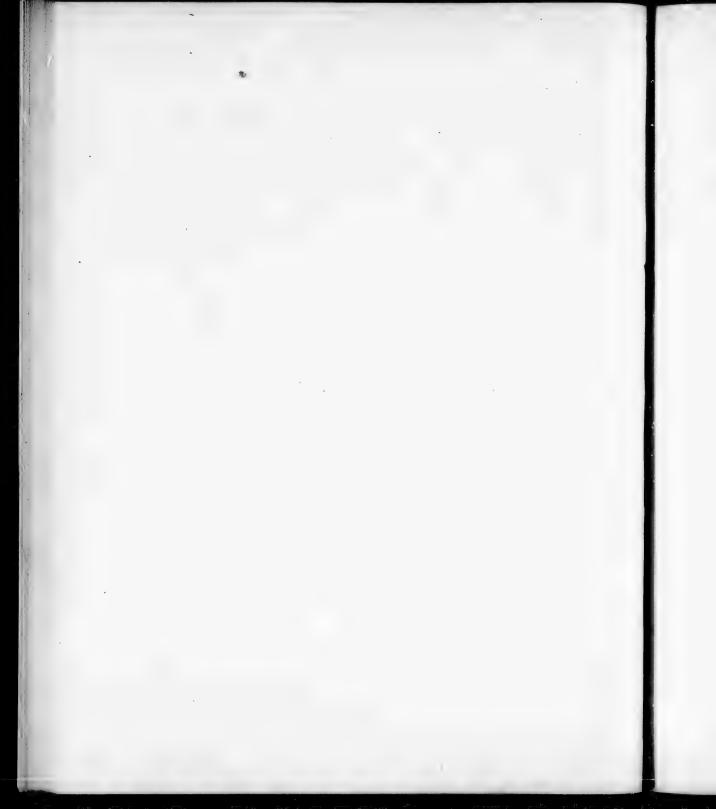


unknown coast, but he could not have been in error as to where Blanc Sablon lay. And Mr. Bouchette also insists on the identity of the eastern boundaries of the Seigniories of the Isles et Islets de Mingan and of la terre ferme.

But there is other, and quite as striking evidence on this point, directly applicable to the Seigniory of La Terre Ferme. It will be remembered that Bissot's son applied to the King of France for a new title, as he was reccommended to do by the Intendant Hocquart in his judgment in 1733. His memorials to the King, and the answer, have already been referred to, on the question of the title to the seigniory; and they are of equal import-10 ance with regard to the eastern boundary. In this second petition he complains of the invasion of the eastern portion of his seigniory by new concessions, made west of the Baie des Espagnols. The seconcessions are depicted on the map annexed to the report made by Bouchette, filed by the Crown, and they show that concessions were actually made by the Crown previous to the second memorial of Bissot, which extended from the Baie des Espagnols westward to the River Etamamu. Of these concessions Bissot complained bitterly, and his remarks upon them have already been quoted. The most westerly of these concessions, then in force, which extended to the Etamamu, was made in favor of one Lafontaine. And Bissot in his memorial, while complaining of the injustice done him by cutting off the eastern portion of his territory by these grants, expresses his willingness to take a new title down to that, rather than continue in his then condition.

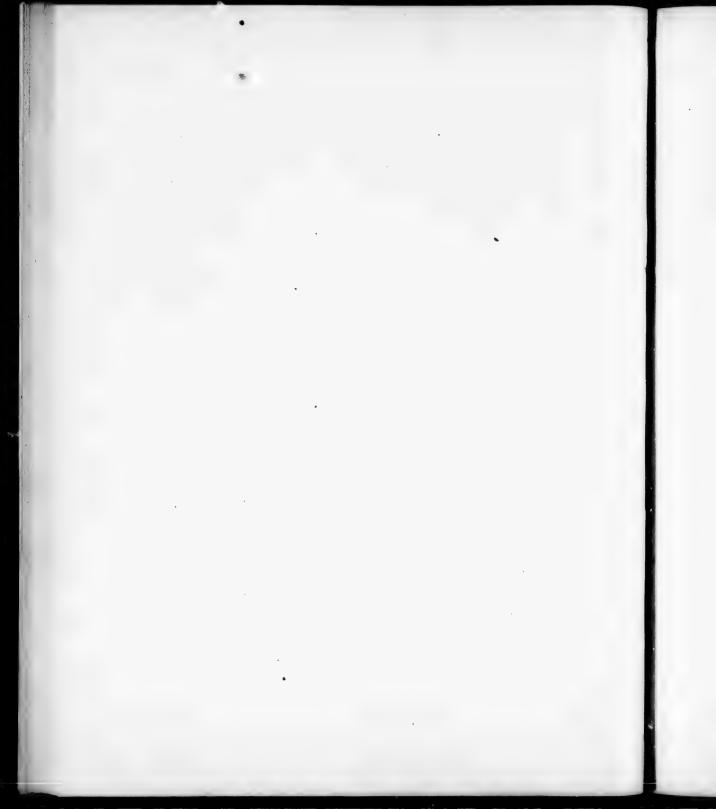
In the answer sent by the Comte de Maurepas, on the 21st April, 1739, by command of the King, to the Marquis de Vaudreuil and the Intendant, Hocquart, which has already been printed at full length, M. De Maurepas shows plainly that he had been informed of all the circumstances; and he takes no exception to the statement by Bissot, as to his eastern boundary. But he mentions correctly the length of the Seigniory, and defines the 30 boundaries to be expressed in the new title, that is to say, "Depuis la borne du Domaine de Tadoussac, en descendant le fleuve, jusqu'aux bornes de la concession du Sieur Lajontaine. And M. De Maurepas directed that the heirs were to be forthwith put in possession of this part of the coast, but that, in consequence of the disputes in the family, the King desired that the actual issue of the new title should be suspended for a time, and that meanwhile the heirs should enjoy the extent of coast designated in the Governor's letter.

¹ Respondent's exhibit A., p. 58.



It was argued for some time by the Crown-in fact until the discovery of the correspondence with the Comte de Maurepas, which was only recently made—that the existence of these short concessions, from Baie des Espagnols to the Etamamu, proved that no concessions had ever been made to Bissot of the same territory. But this correspondence entirely annihilates any pretension of that kind, and fully and finally establishes that the original boundary of the Seigniory was at the Baie des Espagnols. In his memorial, Bissot assumed that boundary to be one well known at the time, as no doubt it was, and complained of these short concessions as encroachments upon his territory. The King referred the whole matter to the Governor 10 and the Intendant Hocquart, who is the same man who pronounced the judgment of 1783; and, though the report made by them to the King does not exist, the summary of that report by the Comte de Maurepas, in his letter of April, 1739, shows that they absolutely confirmed all Bissot's statements. The distance mentioned by the Comte de Maurepas, of 150 leagues, is roughly the distance between Isle aux Œufs and the Baie des Espagnols; and, in conveying the King's instructions, he states distinctly that the grant was made en seigneurie, and that the coast for that distance had been occupied by the Bissots from the time of the grant. In consideration of these facts, in the statement of which he concurs with Bissot 20 himself, he orders the Governor and the Intendant to leave the family in possession of the whole territory down to the westernmost of those grants, namely, that of Lafontaine, bounded by the Etamamu, and directs him to lose no time in confirming Bissot's title to that territory; unless he should judge it expedient in the public interest to withdraw some part of it, to be granted to other persons. In the face of this evidence, it seems really impossible to argue that the original limit of the Seigniory was not the Baie des Espagnols; or that the Baie des Espagnols is not the bay lying to the eastward of the short concessions which were made out of the eastern 30 portion of Bissot's Seigniory.

In his memorials to the Comte de Maurepas, whom he addresses as Minister and Secretary of State, Bissot the second describes his action and that of his father's in respect of the grant, and the manner in which it had been curtailed. In the first memorial, dated in 1784, Mr. Bissot complains, that while originally the grant had extended from Isle aux Œufs, to the Baie des Esquimaux, he had been deprived by various encroachments of about one-third of the grant. And he prayed that, His Majesty would



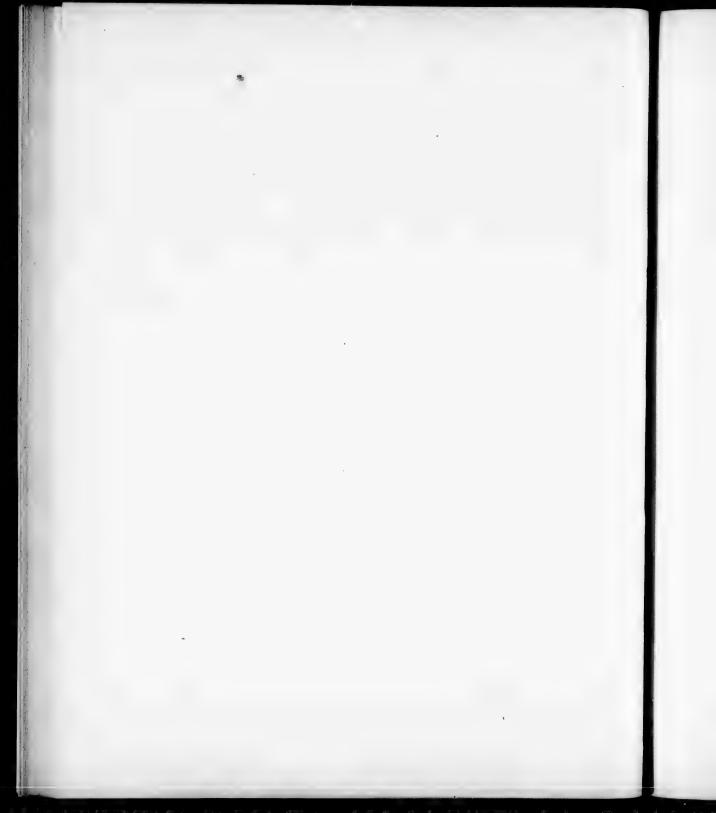
confirm him in the possession of it by a new title, to replace that which was destroyed by the fire at Quebec.

In the second memorial, dated in 1736, Mr. Bissot enters further into detail. He describes as in the first, the establishment by his father of the post of Mingan, and subsequently upon pushing his discoveries throughout the extent of his grant—the making of several other (plusieurs) trading posts at the most practicable points along the coast, the country being for the most part bare mountains, and uninhabitable rocks; the placing of his residence at the post of Mingan, where he had resided for twenty years, and in which he, Bissot the second, had lived for more 10 than fifty years, notwithstanding the persecution of the English, who had burnt his house and the establishments he had along the coast, all of which he had rebuilt.

That although the establishments thus founded, "prissent depuis L'Isle aux Œufs, jusqu'à la dite Baye des Espagnols," His Majesty had extended his domaine down to Cap Cormorant, ten leagues below the Moisy River. That other concessions "ont été données à la Baye des Espagnols et en deça, de "façon que le suppliant quy depuis soixante-dix ans, que luy et ses auteurs ont "soutenu seul des etablissements le long de cette coste, se trouve privé de plusieurs "endroits qu'il a decouverts, et fait valoir," &c. And he prays that to avoid 20 still greater wrong to him, he be maintained "dans la possession ou il est, de "ce quy luy reste d'étendue de terrain quy est depuis le cap des corps morants, ainsi "qu'il parait par l'ordonnance de M. Hocquart qu'il joint, jasqu'à la borne de la "concession accordée au sieur de Lafontaine."

All this is expressive and clear, and if it is true, solves many difficulties, and answers many objections to the pretensions of the Company. The Comte de Maurepas took steps to ascertain whether it was correct or not-He wrote to the Marquis De Beauharnois, and to the Intendant Hocquart, on the 9th April, 1838, reciting all that had been stated by Mr. Bissot at great length, and almost in his own words: he states what has been asked 30 of the King; and requests them "de verifier les faits qu'il a exposés:" and he adds, "et vous me rendriez compte de ce qui en est, en me marquant votre avis sur "la demande qu'il tait, afin que je puisse mettre sa Majesté en état, de statuer sur ce "qu'elle jugera convenable. Si vous jugez qu'il soit juste d'accorder la confirma" "tion demandée, vous aurez soin de m'expliquer clairement la situation, et les bornes "de terrain qu'il conviendra d'y comprendre."

Unfortunately the reply of the Marquis and of the Intendant cannot be

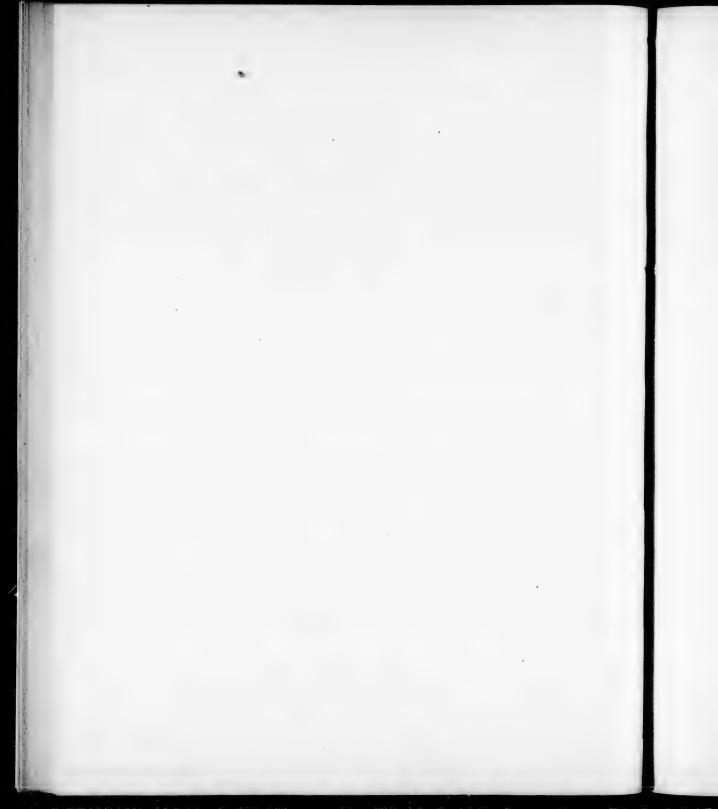


found, but they answered these enquiries by a letter dated the 3rd October 1738, and on the 21st April, 1739, the Comte de Maurepas conveyed to them the decision of the King, in the letter already printed at full length. His letter shews clearly that Bissot's representations were confirmed by the Gov. ernor and the Intendant; and as to the eastern boundary, these letters sustain beyond controversy, the contention that it was the Baie des Esquimaux. Bissot in his memorials so describes it. M. de Maurepas treats his statements as being in all respects confirmed. He does not mention the name of the Baie, but he says it appears that Bissot père held le terrain en question en seigueurie, that his heirs had carried on trading, hunting and fishing 10 without any disturbance "dans une étendue de côte de pres de cent cinquante lieues;" and that he had determined to propose to the King that they should be confirmed in their possession of a part of this extent of coast, And therefore, that His Majesty agreed that the heirs should hold the extent of coast which the Governor and the Intendant recommended in their letter, namely from the Western boundary of the domaine, "en descendant la " fleuve, jusqu'au borne de la concession du sieur Lafontaine."

It will be remembered that in the concluding sentences of the letter, M. de Maurepas gives the Canadian authorities some discretionary power in respect of the length of coast to be confirmed to the Bissots, by allowing 20 them to make concessions from the East end of it, if other concessionaires should present themselves. But he requires them to act promptly in making such an arrangement as would at once assure the position of the heirs, and reconcile justice with the public interest. It is unnecessary to dwell further upon this point, as the power of making grants to others was never exercised.

The points which are established by this correspondence are conclusive upon the question in dispute.

- 1. The Seigniory is alleged by Bissot to extend to Baie des Espagnols, and Maurepas speaks of it as being 150 leagues in length, which fairly 30 corresponds with the actual distance from Isle aux Œufs to the Bay now known as Brador Bay.
- 2. Bissot, confirmed by the report of Beauharnois and Hocquart, and acceded to by Maurepas, shews that concessions were made off the Eastern portion of his seigniory.
- 8. It is agreed by all that the westernmost of these is that of Lafontaine. And this otherwise proved to be correct, as Legardeur's concession, which extended a few miles further west, had long previously expired.



4. Therefore the original boundary of the Seigniory, was east of Lafontaine's grant, and of the other grants of which Bissot complained.

These propositions of fact are all established by the correspondence. It is also indisputable that all the maps based upon surveys, place a bay formerly called the Baie des Espagnols east of these grants. Senex's map of 1710, Popple's map of 1733, Bellin's map of 1774, and Mitchell's map of 1755, shew the Baie des Espagnols, where the Company claim it to be. And no other bay of that name, or of any name similar to it, is to be found on any map of the coast, ancient or modern.

The conclusion is absolutely irresistible, that that bay, now called 10 Brador Bay, was the original eastern boundary of the Seigniory.

This theory is in harmony with all the facts in the case.

The bay is a great cove, une grande anse. Its peculiar shape, and the recesses within it, evidently entitle it to this descriptive name.

It is near the Esquimaux, vers les Esquimaux. The only large river on that part of the coast, lying within a few leagues of the bay, is Esquimaux River. The mouth and estuary of that river form Esquimaux Bay. In the mouth of the river lies a large island called Esquimaux Island; and outside of it, sheltering the bay, are a group of islands, called the Esquimaux Islands. On the main land, where Brador Bay is situated, all the maps 20 place the Esquimaux tribes. And Legardeur de Courtemanche saw the depredations the Esquimaux had committed, on the establishment of the Spaniards in Brador Bay.

It is where the Spaniards ordinarily fished. Ou les Espagnols faisaient ordinairement leur pêche. The books already quoted show that the Spaniards and Basques came into that neighbourhood to fish. The bay itself was called after them; Baie des Espagnols; L'anse aux Espagnols; within a few years after the concession to Bissot. And not very long after that, Legardeur de Courtemanche saw their buildings and drying platforms, and speaks of their being driven away from the place, by the 30 conduct of the Esquimaux during their absence in the winter season.

It is to the eastward of the Lafontaine concession, and of other concessions which were made in violation of Bissot's rights, as is asserted by Bissot, and acquiesced in by De Maurepas, on the strength of the report of Beauharnois and Hocquart.

It lies at the distance of about 150 leagues from Isle aux Œufs, the original boundary, which is the length of the Seigniory stated by De Maurepas in his letter to the Intendant.

¹ Appellant's exhibit, Aa.

² Appellant's exhibit, Bb.

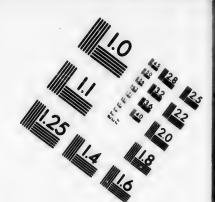
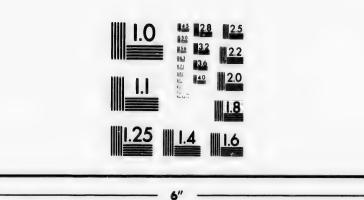


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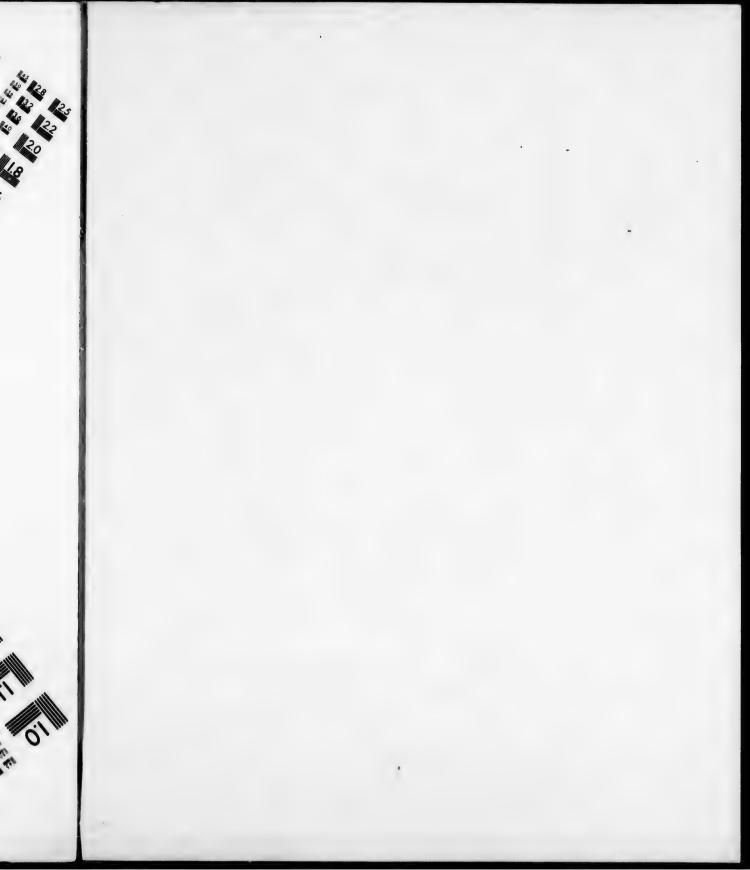


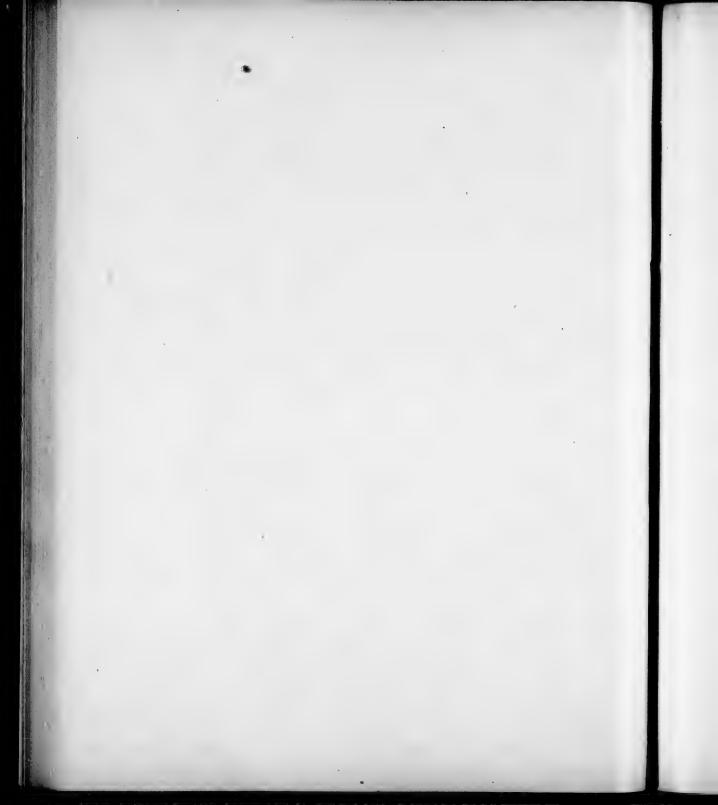
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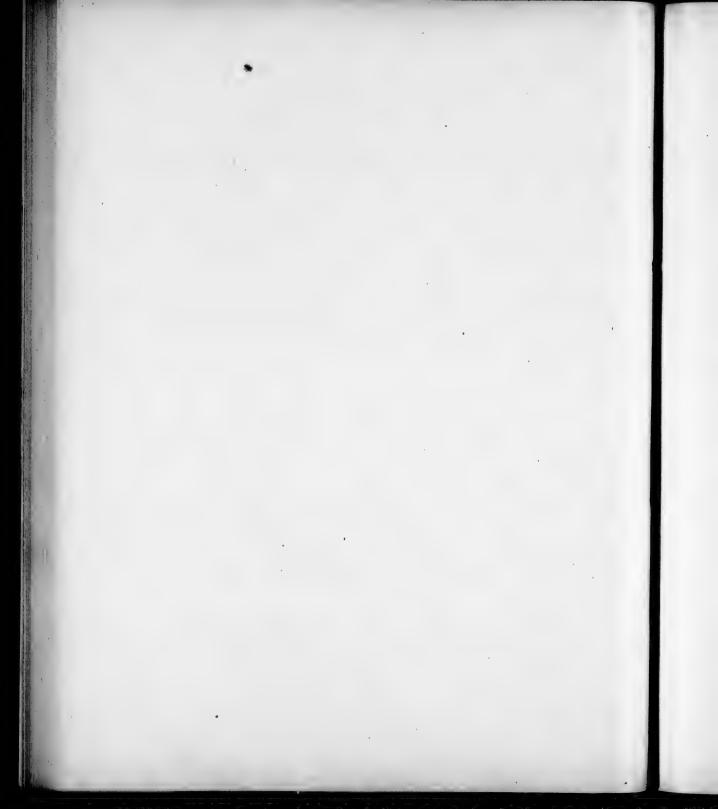




Notwithstanding the apparent force of the arguments above cited, on which the company rest their contention, that the Baie des Espagnols is the Grands Anse which constitutes the original Eastern boundary of the Seigniory of La terre ferme, his Honor, the Judge of the Court below, decided against them, and held that the Eastern boundary was the river Agwanus. In doing so, he practically adopted one of the theories of the Crown, but as the bulk of the arguments adduced by the Crown were directed towards proving that there was no Seigniory of Mingan in existence, his Honor was forced to frame his own reasons, in the main, for the adoption of the opinion on which he based his judgment. These reasons 10 are to be found in the motives of his judgment.

He commenced by stating in detail the main propositions relied upon by the company, and in doing so, he admitted most of the allegations of fact on which the company rested, namely:—

- 1. The company argued that La Grande Anse vers Les Esquimaux must be situated near the country which the Esquimaux inhabited. But they asserted that the Esquimaux did not inhabit that part of the coast which is opposite the Mingan Islands, but that part which adjoins the Straits of Belleisle.
- 2. They contended that the *Grande Anse* where the Spaniards origin-20 ally fished, must be that which is called the Baie des Espagnols; and his Honor admitted that it is established that the Baie des Espagnols was about the 57th degree of longitude, and is now called Brasdor Bay; and he said it had been named successively the Baie des Esquimaux, Phillippeau Bay, and Baie des Espagnols.
- 3. They contended that history proved that the Spaniards did fish formerly in this part of the Gulf of St. Lawrence, and he says that the recital of Sieur de Courtemanche's voyage in 1704, shows that ut that time the remains of a fishing establishment, which had belonged to the Spaniards, still existed at Brador Bay.
- 4. They contended that the Seigniory of the Isles and Islets of Mingan had for their Eastern limit the same Baie des Espagnols; that the Jolliet heirs under that concession held in possession the Isles and Islets on the North Shore up to the bay which is now called Brador Bay; and that the Crown had acknowledged the lawfulness of that possession up to Brador Bay, as appears by various judgments of the Intendants of New France produced of record.



His Honor then proceeded to discuss these propositions in the following manner. As to the first, he said, that in his opinion, the phrase, vers les Esquimaux did not signify, in the Esquimaux country; it rather meant, on the side of the Esquimaux, in the direction of the Esquimaux, or in the neighbourhood of the Esquimaux. And he said we must not understand by the words "Les Esquimaux," the regions which these savages inhabited, but that that might rather mean a point called Point aux Esquimaux, or the Esquimaux Islands, which are to the eastward and adjoining the Mingan Islands. Therefore the intention of the grant may have been, that the "Grande Anse vers les Esquimaux" was "une anse située 10 "dans la direction, ou le voisinage, de la Pointe aux Esquimaux, ou des îles aux "Esquimaux,—ce qui serait d'accord avec les prétentions de la Couronne."

There are several perfectly conclusive answers to this reasoning.

In the first place the Mingan Islands and islets have already been proved to extend to Brador Bay. No place called Esquimaux Point, and no Islands called Esquimaux Islands, are to be found, on any map down to the date of Bellin's map of 1744, of which an edition in English by Mitchell is of record. In this map and afterwards on most of the maps, a small island appears, forming one of the Mingan Islands, and called Esquimaux Island. And a small point opposite this island is, since 1755, called Esquimaux 20 Point, on some maps. But this island called Esquimaux Island, is given in all the maps as one of the Mingan Islands, all of the larger of which have names; and therefore could not possibly be referred to as indicating the eastern boundary of those islands. Des Barres, in his map, made in 1780,2 calls a small group of the Mingan Islands east of Esquimaux Point by the name of the Esquimaux Islands. De Castries, in 1784, gives one of the Mingan Islands as Ile aux Esquimaux.3 And in this, all the recent maps concur. But De Barres is the only geographer who gives the name to a group of the Mingan Islands, except Bouchette, in 1815, who follows him, in opposition to Vondenvelden and Charland, 1808. Admiral Bayfield, 30 who surveyed the coast carefully, pointed out that this was erroneous, as the only island entitled to that name was a small island forming one of the Mingan Islands, lying west of Clearwater Point. None of the French maps commit this error.

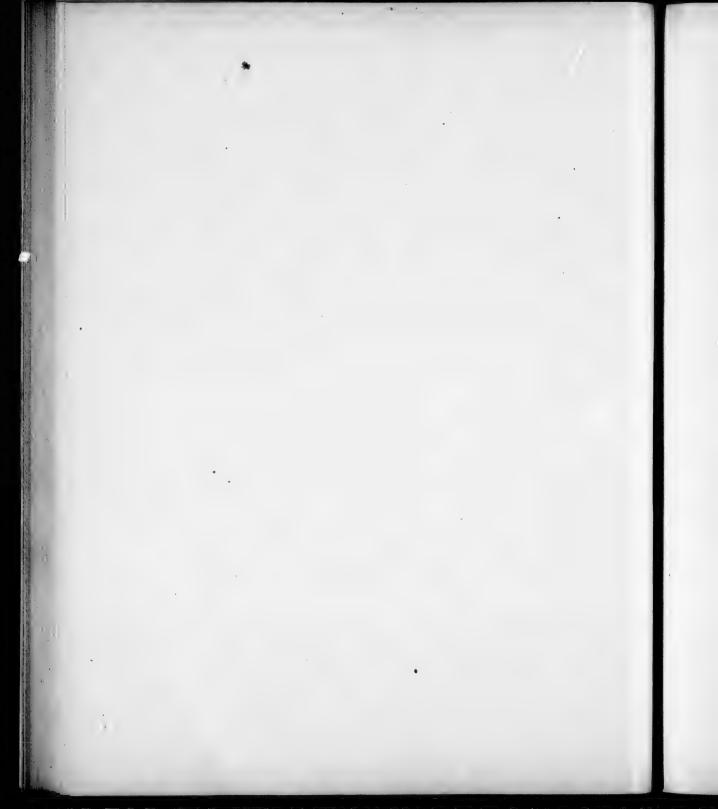
¹ Appellant's exhibit, 17.

Respondent's exhibit, E.

Ibid.

⁴ Appellant's exhibit, 7a.

⁵ 1. St. Lawrence Pilot, p. 185.

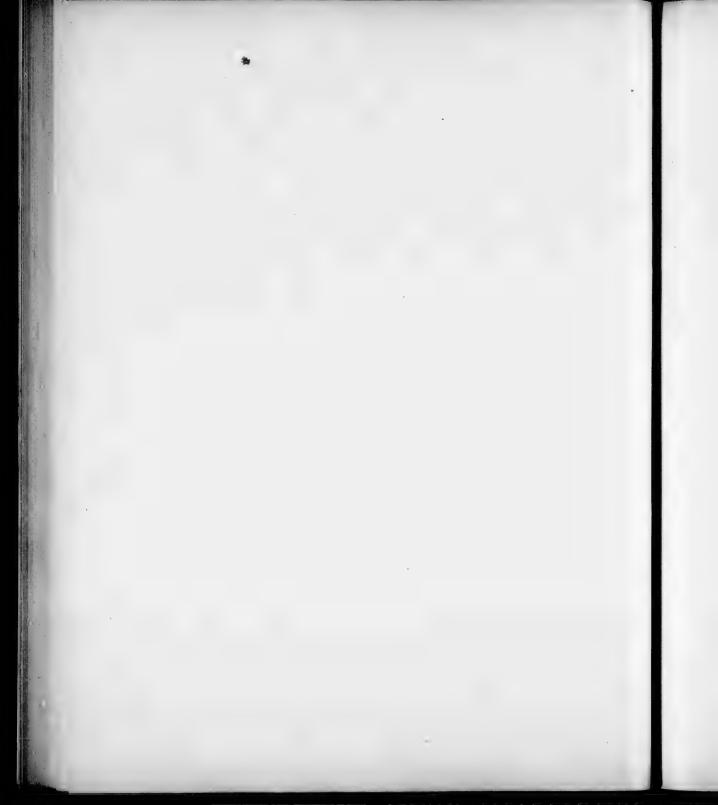


Esquimaux Point is a small, low spit of sandy land at the eastern extremity of Mingan harbour; but it only received that name about the time that the island outside of it was first called Esquimaux Island. There is no trace in any document, map or record, of any kind or description whatsoever, of the name of Esquimaux Point, or Esquimaux Islands, as applied to any point or island in the neighbourhood of Mingan harbour, until the small island of that name appears in Bellin's map; that is not until above eighty years after the grant to Bissot. It is therefore incontrovertible that what are now called Esquimaux Point and Esquimaux Island, were not known by those names in 1661, nor until three quarters of a century after- 10 wards. And that no group of Islands near Mingan harbour were ever known as the Esquimaux Islands, and were never called by that name until so called by De Barres in error in 1780, only followed by Mr. Bouchette in 1815, and promptly and effectively corrected by Admiral Bayfield. The whole of the reasoning of His Honor, founded on these names, therefore falls to the ground.

"But," His Honor continues, "suppose by the words 'Les Esquimaux,' the country of the Esquimaux must be understood, this would not be contradictory to the contentions of the Crown. For," he says, "at the date of the concession of 1661, the whole of the coast from the River St. John to 20 the north-east was designated under the name of Esquimaux." And His Honor refers in support of his proposition to a map which he styles the map of Champlain, dated 1664. In doing so His Honor fell into the same error as Mr. Bouchette, in an essay written by him on the subject, which is corrected by Mr. Dawson. The map referred to is not one of Champlain's maps, but was prepared in Paris, thirty years after his death, by one P. Duval, or under his directions. It is an extremely rough outline, and happens to be the only French map that places the Esquimaux in the interior of the country. The whole map shows an ignorance of the coast and of its proportions remarkable even for that period. And every other 30 French map places the Esquimaux near the Atlantic coast. The maps actually made by Champlain, place the Esquimaux where they really were, namely on the Labrador coast, east of Great Meccatina, and close to what is now Esquimaux Bay.

That this was the view of the Government of those days is established

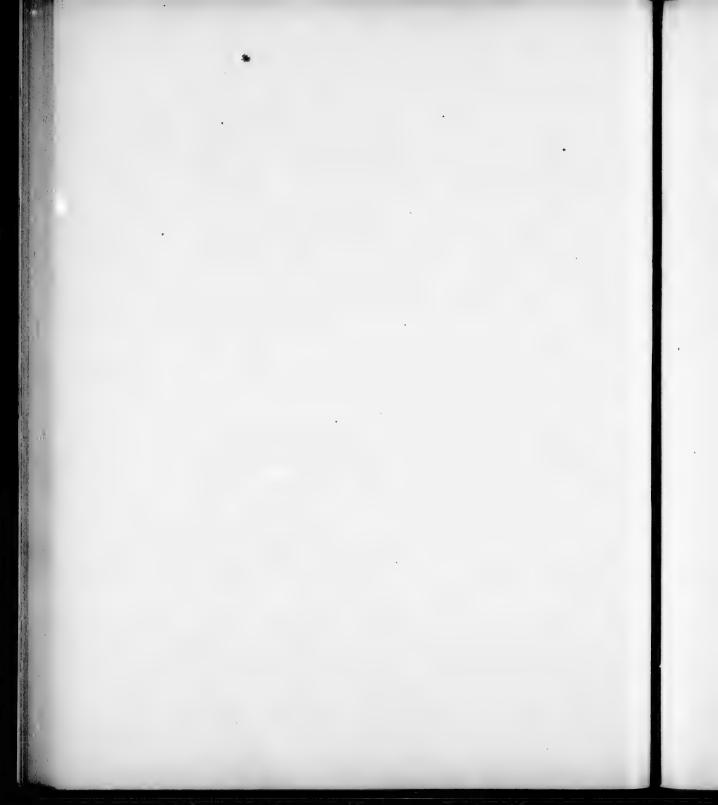
¹ Respondent's exhibit, E.



by the anguage of the grant to Legardeur in 1702, already referred to. This grant, it will be remembered, extended from the Kegashka, through the Straits of Belle Isle, to the Kesesakoi or Hamilton river on the Atlantic coast. The description of it, contained in the grant has already been quoted, viz., "an lieu appelé Labrador, pays des Sauvages Esquimaux." This description properly places the pays des Esquimaux consiperably west of the Agwanus, in Labrador, which the Agwanus is not.

His Honor makes another suggestion in this connection, namely that the Grande Anse, which, he says, is opposite the Mingan Islands, and the islands called by De Barres the Esquimaux Islands, may, under this hypo-10 thesis, be "La Grande Anse vers Les Esquimaux," that is to say, "dans la direction des pays des Esquimaux."

In this suggestion His Honor does not recognize the actual features of the coast. He calls Mingan Harbour proper, a "Grande Anse." Mingan Harbour, or roadstead, extends from Mingan Islands and Point St. John on the westward to what is now called Esquimaux Point, to the eastward, a distance of about thirty miles. Point St. John does not project seaward beyond Mingan Harbour, nor is it a point quoad that harbour. It is the eastern extremity of a small bay forming the mouth of the River St. John. The coast from Point St. John to the point now called Esquimaux Point, 20 does not really recede in the form of a bay. It does not constitute any material indentation of the coast, and could not, by any stretch of imagination, be regarded as an anse. There is a slight curve of the coast northward, but not sufficient to afford shelter from any wind from the east, west, or south. But the westernmost group of the Mingan Islands, extends along the whole distance, from Point St. John to Esquimaux Point, inside of Which is a navigable channel and anchorage ground, which form Mingan Harbour. The harbour of Mingan, therefore, is simply a small roadstead about thirty miles long, completely sheltered by islands from every wind, but not constituting in any sense a bay, still less a "Grande Anse." 30 About the centre is the trading post of Mingan. This conformation of the coast is shown by Admiral Bayfield's chart, as well as by other maps of record. The islands which thus shelter Mingan Harbour proper, are what His Honor in the judgment has chosen to call the Mingan Islands, as if the islands east of Esquimaux Point were not in all respects Mingan Islands, with the same right to that title as those in front of Mingan Harbour. His Honor called them the Esquimaux Islands on the strength of DeBarres and

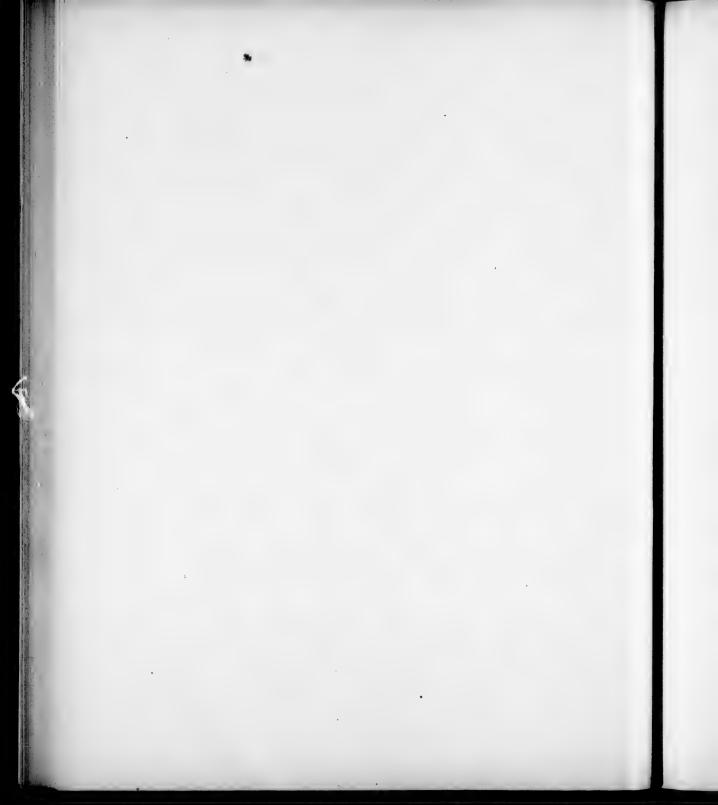


Bouchette's maps, but, as has been shown, against the weight of authority both before and since their time. These latter islands, as will appear by the chart, shelter another roadstead or anchorage called Betchewan Harbour, and this, like Mingan, is formed by the shelter of the islands, and not in consequence of being a bay or cove, which it is not, though it approaches as nearly to a bay as Mingan does, being similarly slightly curved to the northward. The suggestion of His Honor that the Grande Anse which is opposite the Mingan Islands and the Esquimaux Islands might be the "La Grande Anse vers Les Esquimaux," places the question therefore in this position: that as Clearwater Point marks the separation of the two groups 10 of islands, opposite to each of which group there is a harbour, there is no harbour opposite to both. But there are two roadsteads or harbours, one opposite to each group, neither of which can be called a bay at all, and certainly not a "Grande Anse", and either of which is as much or as little entitled to such an appellation as the other.

In point of fact, therefore, this motive of the judgment in the Court below may be answered by the statements:—

1. That there are no islands but the islands known by the general name of the Mingan Islands, lying along the coast in front of the harbours or roadsteads of Mingan and Betchewan; that there is no point there 20 which was called Esquimaux Point, nor any island called Esquimaux Island until the middle of the last century; that there is no group of islands, except the islands in the mouth of the River Esquimaux near the Baie des Espagnols, which were called Esquimaux Islands until 1780, and then, as above demonstrated, wrongfully so called; that there is no Bay or Anse on either side of Esquimaux Point, though there is a harbour on each side behind two groups of the Mingan Islands, either of which is as much entitled to be called a "Grande Anse" as the other; that is, not at all. And that with the sole exception of the map of an obscure geographer, erroneously supposed to be Champlain, there is no indication of Esqui-30 maux inhabiting the coast of the Gulf in the interior; but on the contrary, there is nearly a unanimous concurrence in the old maps; confirmed by the language of nearly contemporaneous government grants; in placing them where we now know they were, namely, near the Atlantic coast.

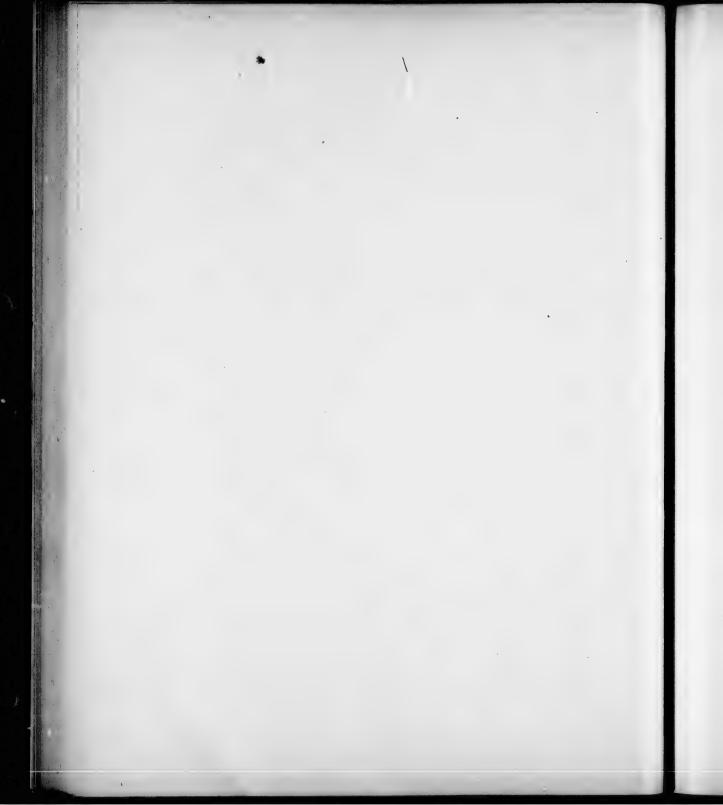
His Honor next considers the second branch of the contention of the Company with regard to the eastern boundary, namely that the place "ou les Espagnols, font ordinairement leur pêche, is the Bay which was



afterwards called "Baye des Espagnols;" and he says that the Spaniards might have fished in the "Grande Anse" without its having taken their name. And he thinks it probable that the 'Grande Anse" in question was not the "Baye des Espagnols," since instead of so naming it as they would have done if they meant that bay, the Grantors used a periphrastic description of it. The answer to that is that at that time the Bay was not known as the "Bay de Espagnols." It received that name on Duchesneau's map of 1678; probably as crystallising the description in the Mingan grant. It is called l'Anse aux Espagnols in the grant of the seigniory of the isles and islets of Mingan, in 1679. And in 1733, in the pleadings 10 before Intendant Hocquart, it is again called Baie des Espagnols. It continued to be so called afterwards, until Mr. Decourtemanche named it Baye Phelypeau. It is plain, therefore, that the fact that it was not called Baye des Espagnols in the grant, creates no presumption against the identity of that Bay with La Grande Anse, since that name was not used, as far as we know, until seventeen years afterwards.

The only other point which His Honor makes as to the characteristic of having been the ordinary fishing place of the Spaniards, is, that while the Company contends that the Spaniards had fished in Brador Bay—the other side,—the Crown, contends, that they had also fished in Mingan habour 20 which he says was formerly called "L'Anse aux Basques" on account of the Spanish fishermen having gone there. And he adds that it is not to be doubted that what he calls L'Anse de Mingan was a favorite fishing ground.

Upon these points the Company can only say that there is no evidence of any kind or nature whatever that the Spaniards ever fished in Mingan Harbour. That there is no map, document, or record, which has ever spoken of Mingan as a Bay or Grande Anse. That, so far as this Company can discover, it never received the name of L'Anse de Mingan till His Honor made use of it in his judgment. That there is no map, document, or 30 record, or any evidence of any kind or description whatever, that Mingan Harbour was ever called L'Anse aux Basques. And that there is no evidence or authentic record of any kind or description whatever that Mingan Harbour is, or ever was, a fishing ground at all. If it is allowable to speak of what may be called a geographical feature of the country, it may be said with perfect truth that there is no fishing in the neighbourhood of Mingan. That there is not a fishing boat or a fisherman at the establish-



ment of Mingan, and that it has and always has been a mere trading post, where the Indians of the interior, who descend the Rivers Mingan, St. John, and Romaine, all of which enter the Gulf near the post, congregate in the summer time for trading purposes. In fact that there is not the slightest indication or ground in the record for contending that Mingan can be called with propriety L'Anse de Mingan, that it ever was so called; that it ever was called L'Anse aux Basques; that it ever was used as a place for fishing purposes, or that there was ever any fishing, properly so called, in its neighbourhood.

In dealing with the contention of the company, which His Honor 10 classes as its third, namely, that the Seigniory of the Terre ferme extends to Brador Bay, because it is admitted to be conterminous with the Seigniory of the Isles and Islets of Mingan, and that Seigniory extended to Baie des Espagnols; His Honor takes the broad ground that the Seigniory of the Isles and Islets of Mingan terminated also, either at Clearwater Point, or at the farthest, at the River Goynish or Agwanus. In assuming this position. His Honor, no doubt, felt that his theory with regard to the Eastern boundary of the Terre ferme, could be sustained in no other way. And the company are quite prepared to admit that the enquiry into the locality of the boundary of the Seigniory of the Isles et Islets, must have a 20 most important, if not actually conclusive, bearing upon that of the Terrs ferme. In adopting this line of argument, he practically admits that the Seigniories are conterminous, and that the same bay which in 1661, was called La Grande Anse, etc., is the bay which in 1679, was called L'Anse aux Espagnols, and afterwards the Bay des Espagnols; which all parties admit is now called Brador Bay.

His reasoning on this point may be thus briefly stated. He says that the grant was of Isles and Islets which followed each other, "qui se suivent jusqu'a L'Anse aux Espagnols"; and he says that there are no Isles and Islets which follow each other so far down as Brador Bay. On the contrary, 30 he insists, that even if the group of islands called Isles aux Esquimaux are included under the name of the Mingan Islands, as he says was done in Duchesneau's map of 1678, those islands terminate at a Grand Bay; and that there is no group of islands within a distance from them of nearly one hundred miles.

This reasoning will be found susceptible of more than one answer. In the first place, the name of the Bay forming the eastern boundary of the isles



et islets, is given as "La Baie appelée L'Anse aux Espagnols. There is a bay bearing that name, or its equivalent, shewn on every map from the date of the grant downwards to the present time. And although the ignorance of the older geographers placed it further to the westward than it is ultimately found to be, there can be no doubt of the identity of the Bay itself. No other Bay bearing any name in any respect similar to it, is to be found in any map of the North shore of the Gulf, nor is there any mention or record of any such Bay. In fact the only evidence that exists of the Spaniards fishing in any particular bay, is that furnished by De Courtemanche, who sailed down the whole coast, appears to have entered every bay and river, 10 and not only makes no mention of the Spaniards fishing anywhere else, but gives with great detail the particulars of their recent establishment at Baie des Espagnols, shewing that they had habitually carried on their fishing operations there, which is implied by the description of the Bay in the grant of the Terre Ferme. There being a Bay designated on the maps of the period, and ever since continuously, by a name identical with the name contained in the grant; there being no other baie or anse so named on the coast, or with a name in the remotest degree similar to it; and the characteristics of the Bay being in accordance with those described in an almost contemporaneous and conterminous grant; there would seem to be difficulty 20 in discarding the place universally known by the name contained in the grant, and in arbitrarily selecting another place, not only without any similar name, but without any of the characteristics indicating the propriety of such a name.

In his dissent from the generally accepted theory of the eastern boundary of the Seigniory of the Isles and Islets, His Honor mainly relies upon the statement that from the group of Mingan Islands, opposite the trading post, including those he calls the Esquimaux Islands, and further to the Eastward there is no other group of islands, it n'y a plus de groupes d'isles, for a distance of nearly a hundred miles. His Honor is liter-80 ally correct in this statement; but that does not controvert the description in the grant. That instrument does not say that the islands form successive groups, or even follow each other successively, to Baie aux Espagnols. It says, "les isles et islets; the islands and islets, called Mingan, and which follow each other—et qui se suivent—jusqu'a la Baie, &c. It is therefore not groups of islands, as His Honor puts it, nor even islands, but islands and islets, which follow each other, &c. A glance at any moderately correct

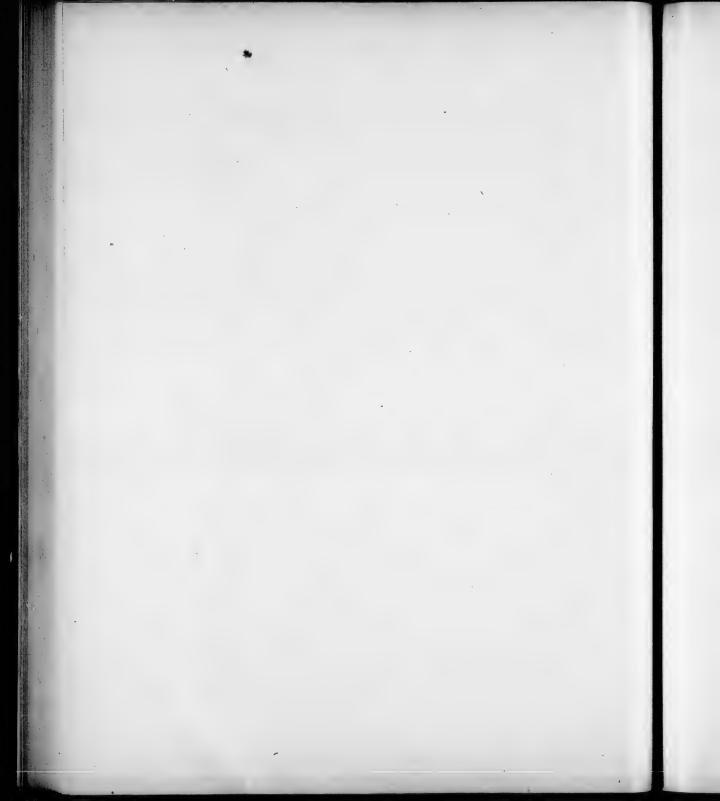


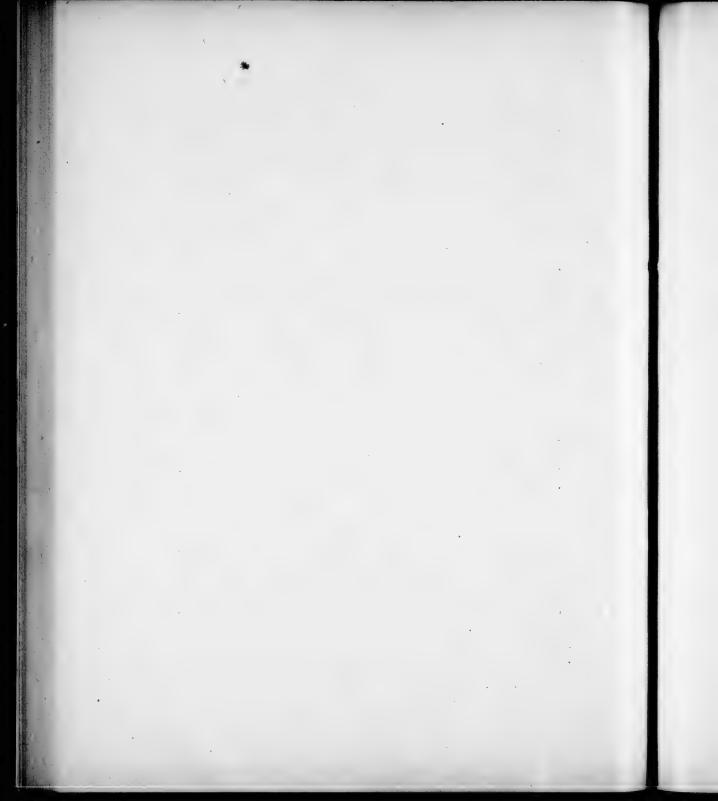
chart or map, will make it clear that islands and islets do follow each other, practically the whole way from the post of Mingan to Baie des Espagnols. That coast is bordered in its whole length by innumerable islets, interspersed here and there with larger islands possessing names—the sole interval being at Natashquan point, which jets out into the gulf, emerging from the islets, and shewing none on its shore. The older maps are on too small a scale to shew the islets, but Mitchell's map of 1755 shews a continuous chain of islets and islands, with only one break of about thirty miles, from Natashquan eastward. De Castrie's map of 1784, on a smaller scale, agrees with Mitchell; but Bayfield's charts shew the continuous chain of small 10 islets and islands all aleng the coast. They are indicated by dots along the land—and a comparison of his chart of the coast in question with that of Anticosti, opposite to it, will shew the peculiar characteristic of the North shore in these innumerable islets which fringe its entire extent, between the points contended for by the Company.

The Company therefore contend that the islands and islets are practically continuous from the Perroquets to Baie des Espagnols, and that they sufficiently satisfy the description of them contained in the grant.

But it happens that during the two hundred and ten years of the peaceable and undisturbed occupation of those islands and islets, down 20 to the Baie des Espagnols, in the exercise of rights which have never before been seriously disputed; the Seigniors of La Terre Ferme, and of the Isles and Islets, have had disputes, and have been before the highest courts to have these disputes settled. And it is thus easy to see what the Government and courts of the country, at various dates since the grant, have considered to be comprised in the grant to the Seigniors of the Isles and Islets.

Previous to April, 1789, a contestation arose between Fleury de la Gorgendiere and others, described in the Register as being heirs of Joliet, and as being, as such, proprietors of the Isles and Islets of Mingan, which 80 followed each other on the North coast down to the Bay known as L'Anse aux Espagnols, under the concession by Duchesneau of the 10th March, 1679, of the one part; and La Fontaine de Belcourt and Pommereau, two temporary grantees on the main land, as to the right of the latter to use the Isles and Islets of the Seigniory opposite their concessions, in connection with their fishing operations. The matter came before the Intendant Hocquart,

¹ 2. Ed. et ord., p. 550.



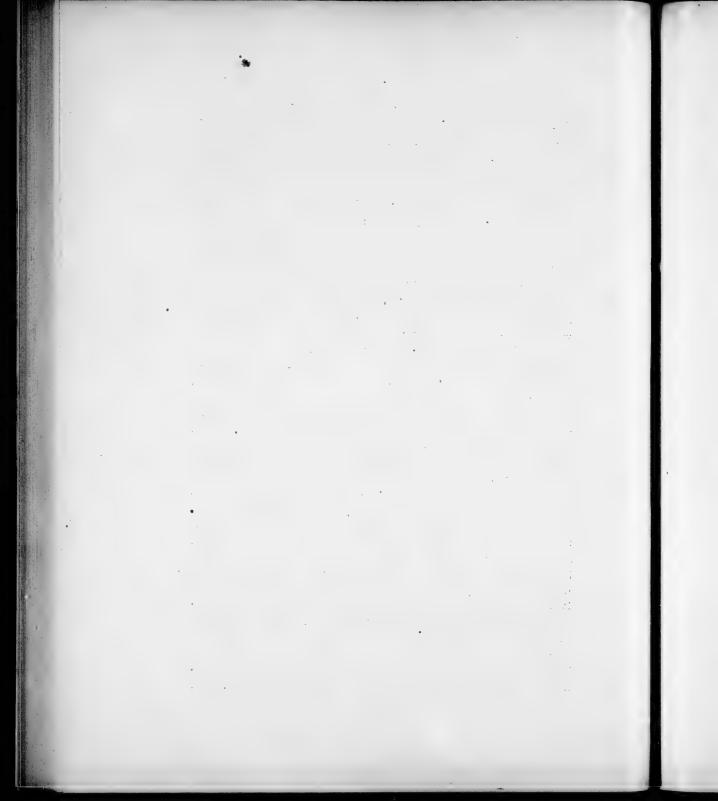
who heard the parties, and referred the matter to the King, recommending that while maintaining the heirs in the possession of the isles and islands, they should be obliged to concede to the grantees on the main land for a rental, such of them as should be necessary for their fishing, reserving to the Seigniors however the right of hunting seals on the islands so leased. On the 21st April, 1739, His Majesty, through the Comte de Maurepas, transmitted his orders to the Intendant, who thereupon in conformity with them, rendered the following judgment:—

- 1. That the Seigniors be ordered to concede to the grantees on the main land such of the islands and islets in front of their grants, as they 10 needed for their sedentary fisheries, for a rental of twenty-five *livres* for each league of frontage, but with the reserve of the right to hunt seals.
- 2. The concessions were only to last while the temporary grantees retained their grants, and worked the fisheries. But if the main land rights were again re-granted, the new grantees should have the same rights.

The other clauses of the judgment were formal.

His Honor says of the possession of the two Meccatina islands, those of Ste. Marie, Baie St. Augustin, &c... all lying west of Baie des Espagnols, "that ils (the Seigniors of the isles et islets) n'avaient certainement aucun droit de les accaparer." And disposes of the judgment just cited, and of other 20 similar proceedings, by saying: "Si les Intendants ont, dans divers arrêts, ratifié ces empiétements, tant mieux pour eux—mais une jurisprudence avssi evidemment erronée n'est pas un argument qui puisse justifier les même empiétements sur la terre ferme."

It seems to the Company that the King, and his Intendant, who was very familiar with these North shore grants, and who had just been occupied in studying the grant of la terre forme, might be assumed to know the nature of the grant of the Isles and Islets, at least as well as a Court sitting a century and a half afterwards, and necessarily very imperfectly informed of the circumstances. The temporary concession of Lafontaine 80 was two degrees, say about eighty miles, East of the Agwanus, and that of Pommereau about three degrees or about one hundred and twenty miles East of the boundary fixed by the Court below. The proceeding was apparently initiated by Lafontaine and Pommereau against the heirs, as the open possessors and undoubted proprietors of the Seigniory of the Isles and Islets, and it is clear that the matter received the most careful consideration by the highest authorities, both in the colony and in France. And



the result was perfectly conclusive as to the Eastern boundary of that Seigniory, being more than forty leagues East of where the Court below has placed it.

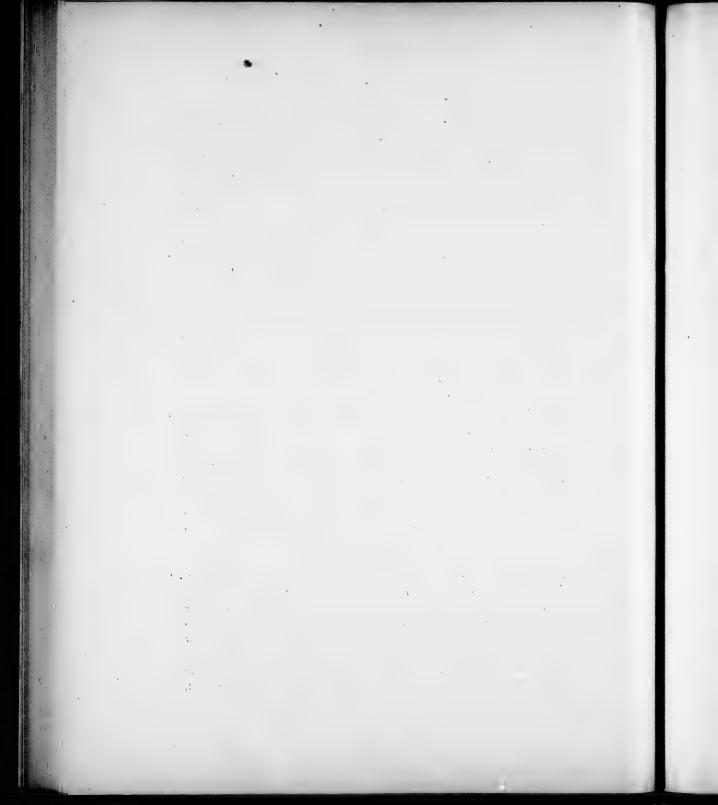
On the 4th October, 1848, a reglement was made, extending to all grantees on the main land, the same rights as had been granted to Lafontaine and Pommereau by the jndgment above referred to, in consideration of a rent or royalty of three per cent. of the value of the oil and sealskins manufactured or dealt with ("exploité") on any island.

On the 80th December of the same year, a judgment was rendered in favour of the representatives of the Seignors of the Isles and Islets, con-10 demning the grantees of the main land at Gros Meccatina to pay the three per cent. royalty on the oils and sealskins manufactured on the islands opposite the Grant.

It is probably unnecessary to search for further Royal or judicial recognition of the extent of the Seigniory of the Isles and Islets of Mingan. Those instances of such recognition to which reference has been made, must be held sufficient to establish that the Seigniory of the Isles and Islets is bounded to the eastward by Brador Bay.

While apparently admitting that these judgments fixed the Baie des Espagnols as the eastern boundary of the Seigniory of the Isles and 20 Islets, His Honor took occasion to remark, that at all events they proved that the heirs Bissot could not claim that boundary for the Seigniory of la terre ferms, because Lafontaine and Pommereau were thereby recognized as proprietors of concessions on the main land west of Baie des E-pagnols, and the heirs Joliet did not deny it. His Honor, no doubt, overlooked the correspondence between the Bissots and His Majesty, on the subject of the concessions to Lafontaine, Pommereau, and others, or he certainly would not have made that statement.

His Honor's remark that if the Intendants have, in various arrets, ratified the possession by the seigniors of all the islands down to Brador 30 Bay, so much the better for them—but that such a jurisprudence does not justify the seigniors of la terre ferme in "les mêmes empiètements," shews that he is forced to the conclusion that the seigniors of the islands and islets are entitled to that eastern boundary. It will not be difficult to shew by equally irresistible demonstration, that those of the terre ferme have the same right. And first it must be observed that the same bay formed the eastern boundary of both, as His Honor himself admits. Assuming that,



it is equally plain, that all the reasoning which applies to the one applies with equal force to the other. His Honor justly says, that in considering the meaning of the grantors, their geographical knowledge must be considered as it existed at the time. That remark applies to the islands as much as to the land. But such knowledge cannot be guaged precisely by the few rude maps which have been handed down to us. Much of it doubtless was derived from information received from the traders along the coast. Be that as it may, however, Intendant Hocquart was not so far from being a contemporary of the grantors, as to be entirely ignorant of the same geographical knowledge of the north coast which 10 they possessed; or ignorant of the prominent localities on that coast, as they were then understood.

In the judgment of M. Hocquart of the 12th May, 1788, is found the first judicial mention of the Baie des Espagnols, though that bay is mentioned in Duchesneau's map of 1678; l'anse aux Espagnols is spoken of by name in the concession of the Isles and Islets in 1679; and L'anse Sablon, which is very near the same place, is mentioned in the deed of sale executed on the 10th July, 1709, by Bissot de Vincennes to Brisonnet. In the Intendant's judgment of 1733, the theory of the Crown that their grant did not extend along the coast down to the Baie des Espagnols is rejected, though 20 urged by the Farmer general: as is also the idea adopted and strongly urged in the motives of the judgment, that Bissot and his successors only established one fishing post, viz.: that which was known as the post These theories are entirely unfounded and unsupported by of Mingan. anything in the record. Mingan was the name of a territory—and the port at Mingan Harbour took its name from that territory or Seigniory. Father Laure's maps shew this plainly. He gives the name of "Mingan" to the territory generally, extending eastward from the boundary of the domaine and innumerable quotations might be made in support of this view. In the recital of the case before Hocquart this view is clearly manifested. The go property is thus described in that case. "L'établissement par oux faite au "dit Maingan, a commencer de la pointe des Cormorans en allant à la Baye des " Espagnols."

It is the boundary of the Seigniory of the Isles and Islets of Mingan, as has already been established—and as His Honour practically admits, though he questions the correctness of the jurisprudence establishing it.

¹ Appellant's exhibit, 57.



But just as the theory that Brador Bay was the original boundary of the Seigniory, harmonises with all the descriptions of that boundary, and with all the facts of the case; so does every other theory prove, on examination, to be inconsistent with those descriptions and those facts.

The theory for which the Crown contends, and which has been adopted by His Honour, is, that the Goynish or Agwanus is the original eastern boundary.

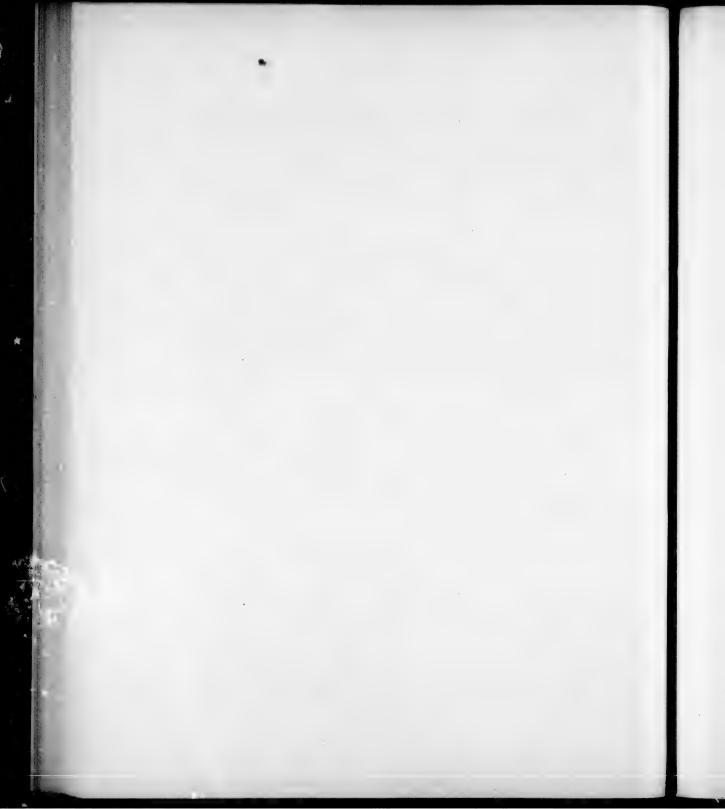
But that theory does not seem to harmonise with any description or any fact, much less with all of them.

It is not an unse at all. This is established by a glance at the map. 10 There is a small estuary opening at the mouth of the Agwanus, which is itself a small and insignificant river, but Mr. Bayfield shows that this small opening is only safe as a shelter for boats. If His Honour really means to indicate, as his reasoning tends to do, that he thinks La Grande Anse extended from Point St. John, to the Agwanus, as its eastern limit; then it is only necessary to reply that in that case, La Grande Anse would be eighty-nine miles wide, viz., from Long Point to the Agwanus, while in that whole distance the coast does not deflect more than two miles from a straight line.

It is not vers les Esquimaux. There is no trace of the Esquimaux any-20 where near it on any map, except the very defective map of Duval, said to be Champlain's, though made thirty years after his death, as has already been pointed out. All other maps place the Esquimaux about, or east of, the Esquimaux River. The point lately called Esquimaux Point, and the island opposite it, lately called Esquimaux Island, are about fifty-six miles west of the Agwanus. And the group erroneously called Esquimaux Islands by D. Barres and Bouchette, are about fifty miles west of it.

It is not where the Spaniards usually fished. At least there is no evidence, nor even any indication, that they ever fished there, or even ever came there at all. His Honour's idea that the name of the river may be Span-30 ish, from the similarity of its first two syllables to the Spanish word agua, can hardly be characterised as evidence—more especially as the river, being insignificant, is only noticed on comparatively modern maps, and was originally called Goznish or Goynish, of which Agwanus appears to be a corruption.

It is about 90 miles to the westward of the Lafontaine concession, and therefore could not be the boundary recognised by the King and his minister, De Maurepas, after their enquiry and investigation in 1788-9.



It is only about 140 miles east of Cape Cormorant, and therefore, calculating by distance, is at least 280 miles west of the boundary as recognised by the King and his minister; and as has just been stated, about 90 miles west of the new boundary fixed by them.

It is twenty miles west of the Natashquan River, where the Bissots had two trading posts, each occupied by one of the heirs, and which, as already shewn, were recognised by the Intendant as being within the Bissots' domain.

This comparison of the two theories would seem to be sufficient to determine the dispute about the eastern boundary. But if it were possible 10 to be made more clear, an examination of the less important grounds taken in the reasons of the Court below, would serve that purpose.

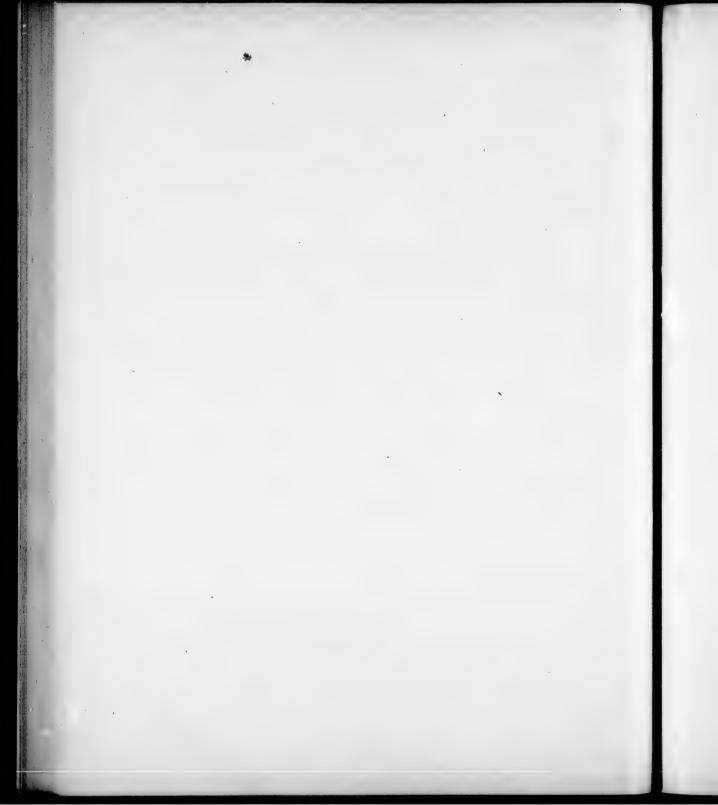
His Honour urges strongly that Bissot could not have had a right to the extent of coast he claimed, because he only established one fishing post—namely at Mingan harbour. If his property extended further, he asks, how was it that he did not occupy it?

But it is abundantly shewn that the Bissot's did occupy it—and that their representatives have occupied it ever since. Bissot, the second, states in his memorial that his father and he had made several such establishments. He says, "Vendroit que paraît le plus convenable au dit sieur de la 20 "Rivière pour former un premier établissement, fut dans le lieu de Mingan, mais "ensuite, poussant ses découvertes dans l'étendue de su concession, it en fit plusieurs, "dans différent endroits, et dans ceux qui lui parurent les plus praticables."

This is evidently confirmed by Beauharnois and Hocquart, for De Maurepas speaks approvingly of his conduct in this respect, and makes the fact of his establishing these posts, one of the grounds for confirming his title. And there is an authentic record on Bayfield's chart of seventy years ago, of the trading posts then maintained by the Hudson Bay Company, the lessees of the Seigniory, which are shewn to be Mingan, Natashquan, Kegashka, Etamamu, Musquarro.

The judgment entitled in the report, "Jugement sur la requête des Sei"gniors, et du fermier, de la Seigneurie et terre ferme de Mingun, by which De
Brouague was restrained from trading with the Indians between the post
of Mingan and the concession of Lavaltrie, near Brador bay, can bear no
other interpretation, than that the Terre ferme Seigniory extended far to
the eastward of the Post of Mingan.

There was a proceeding in 1784, between Lafontaine de Belcour, who



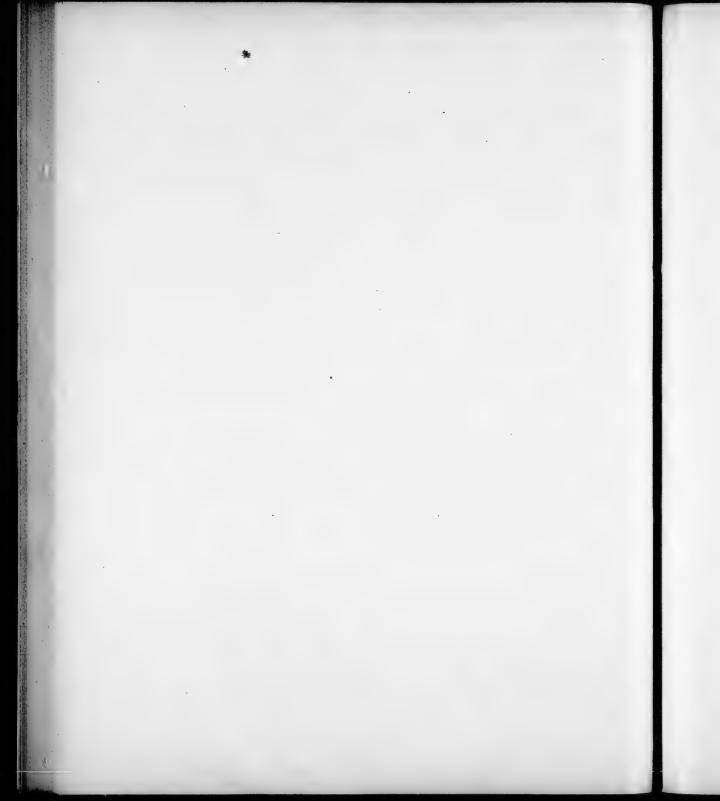
married Charlotte Bissot, and frequently appears in the documents as part owner of the Seigniory, and the Sieur Anticoste, that is to say Jean Baptiste Joliet, son of Claire Bissot, also a joint proprietor. These two persons were established at the post of Nontascouanne, (Natashquan). They had quarelled about their rights on the joint property, and came before Intendant Hocquart for a determination of their position. An order was made prohibiting both parties from making any other establishments than those then existing, "sur la dite Rivière Nontascouanne, ni "dans tous autres endroits dependents du terrain dont ils jouissent en "commune." While the proceeding was pending the Sieur Mingan 10 (Francois Bissot the second) arrived, and he procured an amicable arrangement of the difficulty. Some further order was made respecting the sale of brandy, and the non-interference of the litigants with each others trade with the Indians, and the matter terminated.

Here is found another trading post, established by the Bissots, and in the occupation of members of the family in 1734, at the Natashquan River, twenty miles east of the Agwanus, which the Court below selected as the eastern boundary of the Seigniory. And, this occupation and ownership is recognised officially, and regulated judicially, by the highest judicial functionary in the colony.

Again, much is made, in the motives of the court below, and in the report of Mr. Bouchette the second, to the Crown lands department, of which he was an employee, of the position of the Baie des Espagnols on the old maps, made soon after the date of the concession; and at first sight those maps appear to support the pretensions of the Crown, that that Bay must have been further west, than the Company claims; though by no means to indicate that it was as far west as the Agwanus.

The two earliest maps which bear on the subject are that of Duchesneau of 1678, and that of Franquelin of a little later period, attributed erroneously to Jolliet. The map quoted erroneously as Champlain's map 80 of 1664, does not bear on the site of *La Grande Anse*, being merely produced by the Crown, as the only map in existence which shewed Esquimaux so far west. These two maps of Duchesneau and Franquelin are very similar. They both shew a very large river, with a wide estuary running directly from the southward, to the northward, a considerable distance inland—and some distance east of that river, a bay called Baie des Espagnols. This river appears to be a little east of north of the east point of Anticosti, though

¹ Paper C, Respondent's exhibit, B. 6.



the maps are much distorted, and make the coast appear to run north east instead of east and west. It is a little to the eastward of the actual position of the River Natashquan, as established by actual surveys: which is about twenty miles east of the Agwanus. The name "Baie des Espagnols" is printed parallel with the coast; and opposite the middle of the name is a bay which would appear to be the bay which the name indicates. This bay appears to be about twenty to thirty miles still further eastward of the large river which is shewn on the maps. But they are constructed without any reference to latitude or longitude, and are so rude, and out of shape and propor-10 tion, that it is impossible to compute distances upon them with any approach to accuracy. His Honor remarks that they show the Mingan Islands as extending to the large river, which is true; but, ir. fact, the group of Mingan Islands depicted on the map, do not approach the Natashquan within fifty miles.

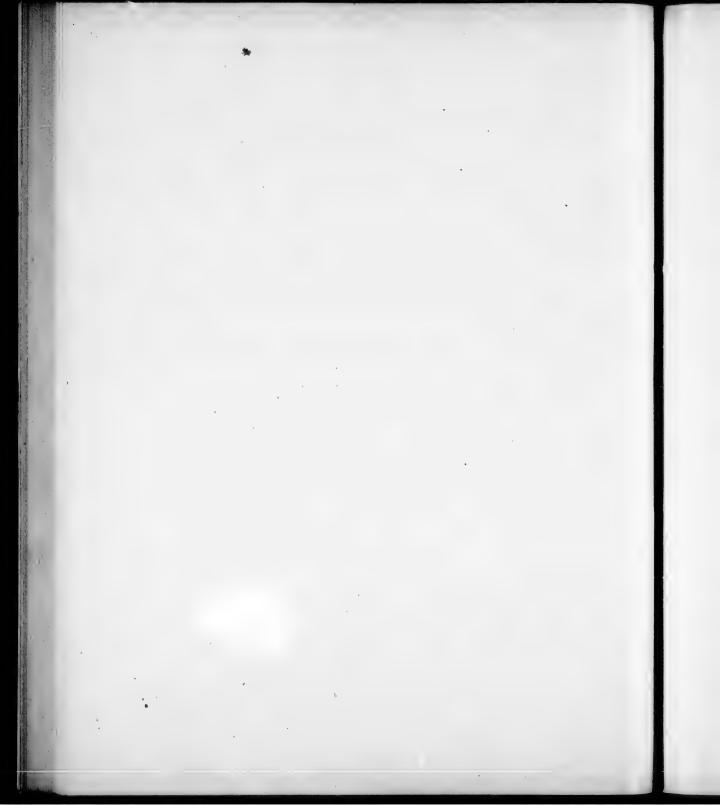
As has been shewn, the next map in order of date to which we have access, that of Mr. Senex in 1710, places Spaniard's Bay where it really is, and he is followed by the whole consecutive series of maps from that date to the present time.

These maps and Bayfield's charts shew the mouth of the Rivière des 20 Esquimaux to be of a similar shape to that of the large river on Duchesneau's map, while the mouth of the Natashquan is of an extraordinary shape, coming out upon the sea almost at right angles with the course of the river. The Baie des Epagnols holds the same position relatively to the Rivière des Esquimaux, that it holds on Duchesneau's map to the large river shewn there.

There are but two theories possible as to the identity of this river—the one is that it is the Natashquan, which is the only great river between the St. John and the Rivière des Esquimaux; or that it is the latter river itself; the ignorance of the geographers of the coast and of the distances along it, 80 which the map displays, render it quite possible that the author may have meant either one or the other of these large rivers. But it cannot be the Goynish or Agwanus, as is supposed possible by the Judge. That river has no bay at its mouth which is approachable by ships, the water shoaling outside to six feet at the entrance of the river, and having only nine to twelve feet of depth at an island one and a half miles from its mouth.

If it be the Natashquan, as His Honor finally concludes, following

¹ St. Lawrence Pilot, p. 182.

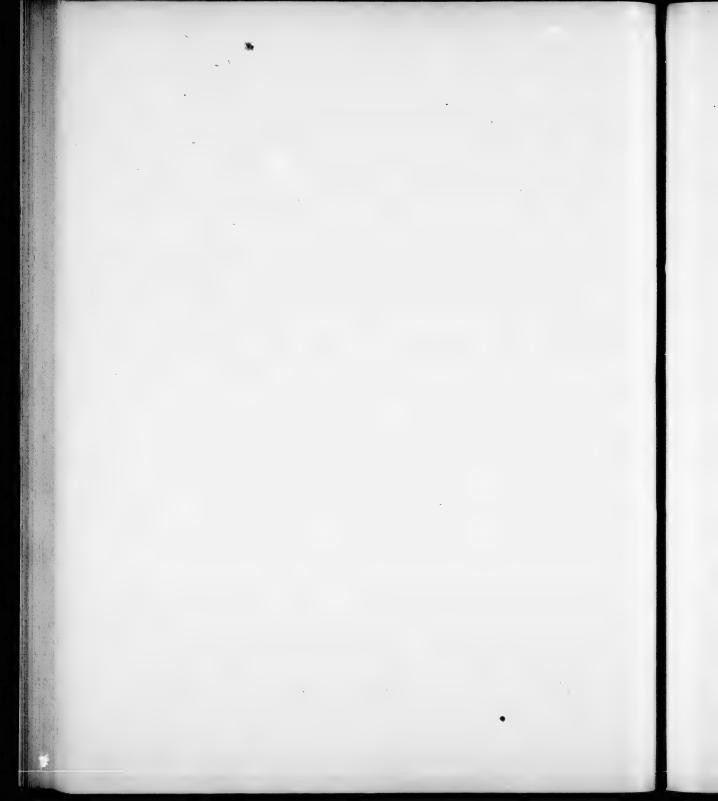


Col. Bouchette, then the Baie des Espagnols lies as designated on it, some thirty miles to the east of the Natashquan, and that bay must be admitted to be the eastern terminus of the seigniory. Both His Honor and Mr. Bouchette insist that this is the true position of the Baie des Espagnols, and satisfy themselves of it by their own arguments. If so, how comes it that His Honor places the boundary fifty miles to the westward of that bay? After admitting that the Baie or Anse des Espagnols is the eastern boundary; after arguing against the position claimed for that bay by the appellants, and in favor of the theory that it is as shewn on Ducheneau's map, and concluding that it is so; His Honor proceeds to fix the boundary 10 fifty miles to the west of it, in entire disregard of his own demonstration.

But the conclusion that the large river on Ducheneau's map is the Natashquan, and that the Baie des Espagnols lies only thirty miles east of it, is in view of all the undisputed facts in the record, a manifest absurdity. If that be so, then the various temporary concessions, including that of Lafontaine, must be west of it; whereas it has been shewn conclusively, and is admitted on both sides, that all those concessions lav east of the Etamamu, which is about ninety miles east of the Natashquan, or sixty or seventy miles east of the Baie des Espagnols, as apparently located on Duchesneau's map. The seigniory of the isles and islets of Mingan must necessarily terminate 20 there, as their eastern boundary is admitted to be judicially established at the Baie des Espagnols. But the judgments which so establish this eastern boundary, deal with islands more than one hundred miles east of the apparent location of the Baie des Espagnols on Duchesneau's map. The distance from Isle aux Œufs to the apparent location of the Baie des Espagnols is only about eighty leagues from Isle aux Œufs; whereas Bissot and the Comte de Maurepas, the Marquis de Vaudreuil, and the Intendant, are all agreed that the actual distance is about one hundred and fifty leagues.

His Honor appears to think that the mouth of the river on Duchesneau's map is the bay sought for; but this is inconsistent with the descrip-30 tion. The great bay where the Spaniards ordinarily fished must be a bay approachable by shipping, and with a depth sufficient for it. But the bay or estuary of the Natashquan is blocked in the middle by a sandy islet, with channels on each side; of which channels the northern one is frequently nearly dry, and the southern one has a depth of merely six feet.² This estuary, therefore, cannot be the Baie des Espagnols, and the more probable interpretation of the map is that it is not intended as such, but

¹ St. Lawrence Pilot p. 180.



that the bay is opposite the middle of the name and further eastward. And this is the view taken by Mr. Bouchette. He says:-"La Baie " des Espagnols à l'est de l'embouchure d'un plus grand cours d'eau, dans " lequel on reconnait facilement la grande rivière Natashquan, est bien definie." 3 The map to which Mr. Bouchette refers, however, is not the map to elucidate the papier terrier of 1668, which has been discussed as Duchesneau's map. Of that map, of the application for a new title, and of the decision of the King, Mr. Bouchette knew nothing. It is a map which Mr. Bouchette says was made par le celebre geographe et decouvreur Jolliet luimême, un des concessionaires des iles et islets de Mingan," etc.4 But, in fact, it is 10 a map drawn by Franquelin, published in 1681,5 and very nearly identical with Duchesneau's map (of which Franquelin was also the draftsman), except that it contains no indication of any seigniory, not being made to elucidate any land roll or terrier, as Duchesneau's was. Its attribution to Jolliet exhibits similar ignorance to the quotation of Champlain as author of a map made by Duval thirty years after his death; and contradicted as to the point which it was produced to sustain, by the genuine maps of the great discoverer. The Franquelin map, like that of Duchesneau, shews a large river a little east of the longitude of the east point of Anticosti, and the Baie des Espagnols, about twenty or thirty miles east of its mouth.

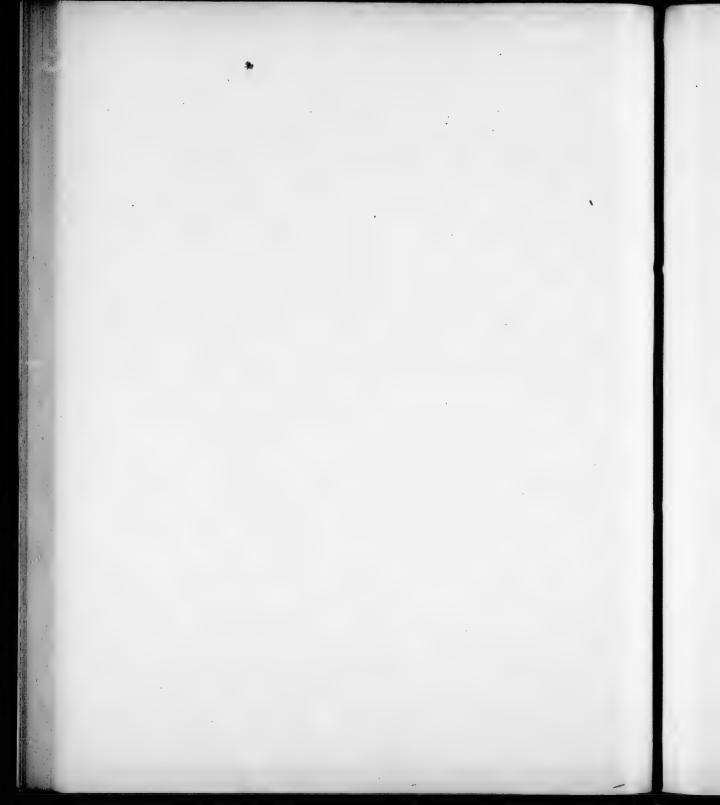
On the other hand is the striking fact that from 1710 to the present day, every map places the Baie des Espagnols at a point much to the eastward of its apparent location on Duchesneau's map; and the actual grants which are of record, shew that the most westerly of them did not come within many miles of the bay as placed on Duchesneau's map.

Again, the whole discussion contained in Bissot's letters, in those of the Comte de Maurepas, and of the Governor and Intendant, would become absolutely void of sense and absurd, in so far as they refer to the temporary grants and to the eastern boundary proposed to be inserted in the new title All this correspondence treats the temporary grants as being west of the Baie 30 des Espagnols, and the proposed eastern boundary as the Etamamu River—the westernmost point of the grant to Lafontaine. His Honor himself, in his judgment in the Court below, mentioned the concession of Lafontaine as the eastern boundary of the Bissot seigniory in the following words:—"An surplus, les limites de la possession alors alléguées par les Bissots, et "reconnue par Sa Majesté, etaient determinées; c'etaient le domaine du "Roi au Sud-Ouest, et les terres concédées au Nord-Est, que Sa Majesté

³ Bouchette's report, p. 60.

⁴ Bouchette's report, p. 59.

⁵ Cartographie de la Nouvelle France, p. 199.



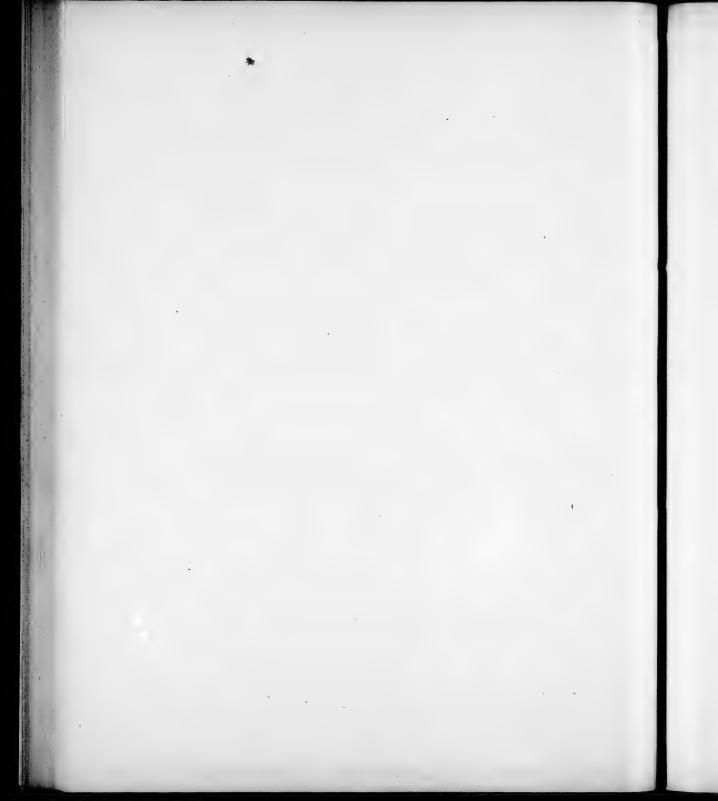
"croyait ètre la concession du Sieur Lafontaine." It is remarkable that His Honor himself, in this paragraph, describes accurately the eastern boundary of the seigniory as contemplated by the King, and admits also in his judgment, that the letters in question, accompanied by possession, were sufficient to constitute a title in the representatives of the Bissots. Yet, in his discussion of the actual eastern boundary, His Honor entirely overlooks the conclusion at which, in a former portion of the judgment, he had correctly arrived.

Again, the characteristics of the description of the bay in the grant and subsequent instruments must not be overlooked. There is no evidence 10 or indication that the Spaniards ever fished there. It is not near the well understood locality of the Esquimaux. It is contrary to the construction of the parties interested, from the earliest period. The first sale on record of any part of the seigniory was in 1709, when Bissot de Vincennes, in his sale to Brissonet, describes the eastern boundary as Blanc Sablon, which is almost identical with Bradore Bay. When Hocquart, and the advocates of the farmer general and of the Bissots, discussed it in 1738, it was perfectly well known that the Baie des Espagnols, which they all dealt with by name as the eastern boundary, was below the Esquimaux River. And, as has been stated, the King and his Minister, the Governor and the Intend-20 ant, were fully aware of the locality of the bay in 1738.

It is probable that enough has been said to show that the large river appearing on Duchesneau's map, was in reality intended for the Esquimaux River, not the Natashquan; and, certainly not the Agwanus. The shape of the estuary depicted on the map corresponds with the Esquimaux River. The position of the Baie des Espagnols corresponds with its actual position relative to the Esquimaux River; and there is nothing in the map itself indicating such a knowledge of the coast, as would prevent the probability of such an error in the longitude. In fact, a person who knows the actual outlines of the north shore of the Gulf, would find it impossible to recog-80 nize any resemblance to them in Duchesneau's map. That map is invaluable as showing that there was a seigniory on the north coast in 1668, belonging to Sieur Bissot, and that it was so described in the official papier terrier of that year; but it is practically useless for the purpose of establishing any of the details of the boundaries of that seigniory.

The appellants, therefore, submit that they have shewn incontrovertibly that the only theory as to the original eastern boundary of the

¹ Appellant's Exhibit 16.



seigniory, which is consistent with all the facts about which no dispute exists, is, that it was the Baie des Espagnols, now called Brador Bay.

That in 1738, for the sake of peace and of procuring a formal new title, the representatives of Bissot were willing to accept as their eastern boundary, the Etamamu River, which was the western boundary of the Lafontaine concession.

That the propriety of thus limiting the seigniory was advocated by the Governor and Intendant in Canada, and acceded to by the King and his Minister in France, who fixed the concession of Lafontaine as the Eastern Boundary, and ordered the issue of a new title to that boundary. 10 But in pronouncing upon the request of Bissot, they admitted the extent of the seigniory to have been originally one hundred and fifty leagues along the coast, which they considered he had occupied, held and maintained for a long period of years under many difficulties.

That the concessions made off the eastern portion of the seigniory, were in their nature temporary; that they created no title to the land itself, and that they had all expired long before the cession of the country to Great Britain. And that the representatives of the Bissots regained possession of the fishing establishments along that coast by purchasing them at Sheriff's sale and otherwise. That nothing has occurred to deprive them 20 of their rights over the temporarily conceded line of coast lying between the Etamamu River and their original eastern boundary; and that no valid reason now exists in law, why they should not be maintained in the possession of the seigniory as originally granted to Bissot in 1661. That on the contrary the actes de foi et hommage of 1781 and 1837, shew the recognition by the crown of the original and actual boundary of the seigniory at the Baie des Espagnols.

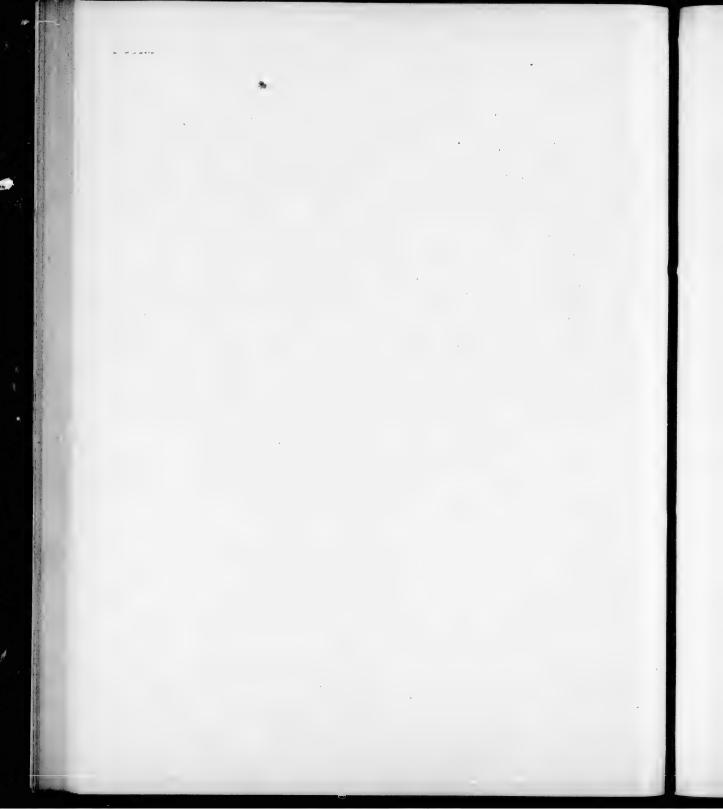
The appellants do not abandon the allegation of the plea, that they have acquired a prescriptive title, but they find no necessity for discussing that point at length at present, seeing no possibility of their title by grant 30 being ignored. But they will be prepared to sustain it by authority if necessary.

They, therefore, respectfully urge the confirmation of the judgment of the Court below as respects the title to the seigniory; the reversal of that portion of it fixing the eastern boundary of the seigniory at the Agwanus River; the establishment of that boundary at Brador Bay, and the consequent dismissal of the action of the Crown.

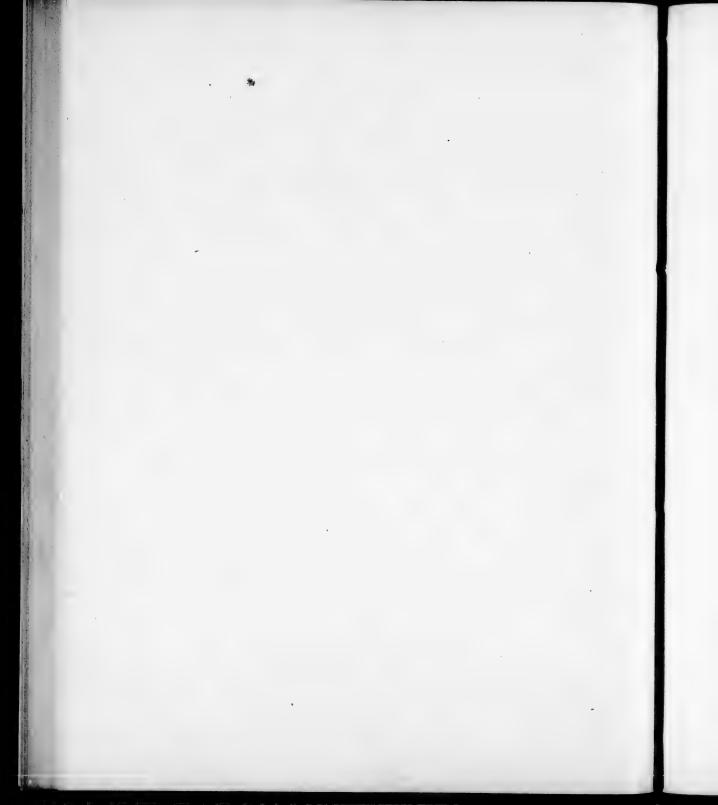
QUEBEC, 20th November, 1889.

ABBOTTS, CAMPBELL & MEREDITH,

Attorneys for Appellants.







DECLARATION.

L'Honorable Joseph Alfred Mousseau, de la cité de Québec, avocat, en sa qualité de Procureur-Général de Sa Majesté pour la Province de Québec, pour et au nom de Sa Majesté, se plaint de la Défenderesse, déclare à cette Honorable Cour et l'informe:

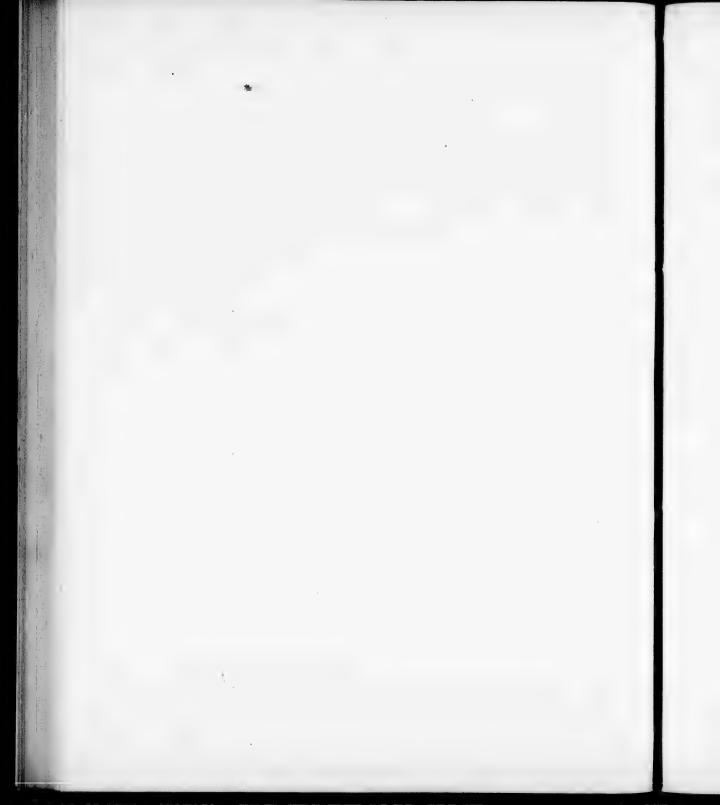
Que Sa Majesté est propriétaire de tout le domaine public non concédé constituant là et situé dans les limites de la Province de Québec, formant partie de la Puissance du Canada et comprenant terres et tréfonds, isles et islets, fleuves, rivières et lacs :

Que tout le territoire communément appelé "terre ferme de Mingan" fait partie du dit domaine public de Sa Maiesté:

Que le dit territoire consiste en une étendue de terre situé dans les comté et district de Saguenay, comprenant environ quatre cents milles de long et six milles de profondeur avec tous les lacs et rivières 7 situés, borné en front au sud au fleuve et golfe St. Laurent, en arrière au nord au bout de la dite profondeur à d'autres terres, lacs et rivières de Sa Majesté, à l'ouest à un endroit appelé Carmarant et aussi Cormoran, corps morant ou Cap des Cormorants sur le fleuve St. Laurent, à environ une distance entre les 65 et 66 degrés de longitude et de là courant au nord jusqu'à six milles de profondeur, et 30 à l'est à la limite est de la dite Province sur le fleuve St. Laurent, près du 57ème degré de longitude et de là courant nord jusqu'à six milles de profondeur;

Que tout le dit territoire fait partie du dit domaine public non concédé de Sa Majesté, lui appartient exclusivement et est d'une valeur excédant dix millions de piastres;

Que, nonobstant, les Défendeurs, depuis plus de vingt ans, s'en prétendent propriétaires, prétendant avoir droit d'en jouir et disposer comme tels, que même ils s'en sont illégalement emparés, en détiennent depuis ce temps la possession, en retiennent les fruits et revenus, font de diverses manières. illé-40



galement et sans droit quelconque actes de propriétaires, en louant et vendant, offrant de louer ou de vendre diverses parties du dit territoire, réclamant publiquement, constamment, et de toutes manières la dite propriété, et ce par avis publics, requêtes, actes privés et publics, le tout au grand détriment de Sa Maiesté;

Que les fruits et revenus ainsi retirés et perçus par les Défendeurs ex-

cédent de beaucoup dix mille piastres;

Que Sa Majesté a droit et intérêt à faire cesser les dites prétentions, être remise en possession paisible du dit territoire et remboursée des dits fruits et revenus:

Pourquoi Sa Majesté conclut à ce qu'il soit dit que ce soit elle et non les Défendeurs qui sont les propriétaires exclusifs du dit territoire ci-haut décrit; que c'est à tort, illégalement que les Défendeurs s'en prétendent propriétaires et s'en sont emparés, qu'ils soient conjointement et solidairement condamnés à rendre, remettre et restituer le dit territoire et en remettre Sa Majesté en possession sous quinze jours du Jugement final à intervenir et qu'à défaut par eux de ce faire, ils y soient constraints par les voies de droit; qu'il leur soient fait défense à l'avenir d'émettre aucune prétention ni faire aucun acte tendant à prétendre à la propriété du dit territoire, qu'en outre ils soient conjointement et solidairement condamnés à payer Sa Majesté la somme de dix mille piastres, 20 à titre de restitution des dits fruits et revenus, concluant en outre Sa Majesté aux dépens

Malbaie, 9 Janvier, 1884.

(Signé)

J. A. MOUSSEAU, Proc.-Gén.
par
AMYOT & PELLETIER.

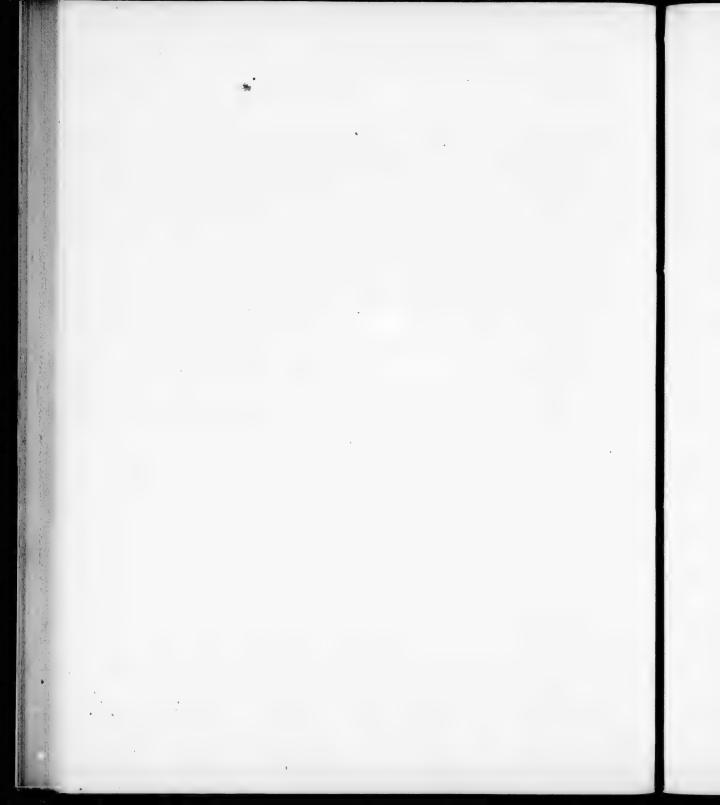
Duement autorisés.

30

PLEAS.

And the Defendants for plea to the declaration and action of the Plaintiff, say:—

That true it is that the said Defendants and their auteurs are now, and have been for more than twenty years, to wit, for more than two hundred and twenty-three years in possession of the property commonly known as La Seigneurie de la terre ferme de Mingan, which property is correctly described in the declaration and action of the Plaintiff; and Defendants further allege that during the whole of the said period of more than two hundred and 40

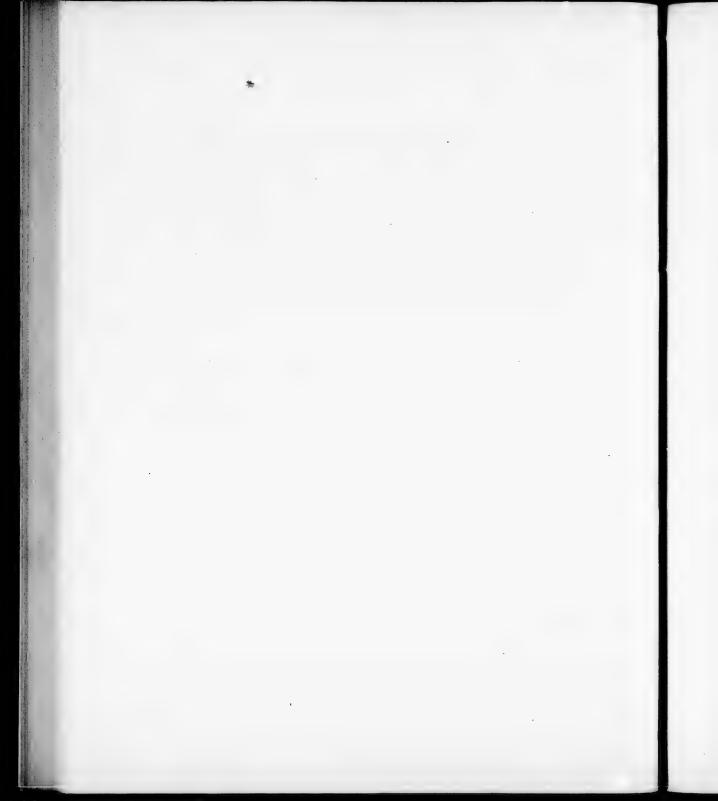


twenty-three years, they and their auteurs have possessed the same as proprietors, and have, during the same period, held, used and enjoyed the same, and all the rents and revenues thereof, as proprietors, publicly and openly, to the knowledge of the Plaintiff.

That it is not true, as alleged in the said declaration, that the said property forms part of the public domain of Her Majesty the Queen, but on the contrary, before the Province of Quebec became subject to the Crown of Eng. land, and while the same was a colony of the Kingdom of France, to wit, on the 25th day of February, 1661, the whole of said property so owned and possessed by the Defendants, was granted and conceded by the Crown of France 10 and by persons duly authorized by the Crown of France, to wit, by the Company of New France, (La Compagnie de la Nouvelle France) to the Sieur François Bissot de la Rivière, then of the town of Quebec, merchant.

And Defendants allege that the deed, whereby the said property was so granted to the said Sieur François Bissot de la Rivière, has been lost or destroved and that the Defendants are unable to find or produce the same. That in fact the said deed of grant was burned in Quebec, in the house of one Charles Porlier, of Quebec, merchant, on the night of the 4th and 5th days of August 1682; and that the public registers containing the registration of the said deed of grant, were destroyed by fire which consumed the Palace of the Intendant 20 at Quebec, in the month of January, 1718, all of which the said Defendants are ready to prove and maintain, according to law, and the procedure of this Honorable Court.

That in the said concession to the said Sieur François Bissot de la Rivière, the said property was described as extending from Egg Island (Isle aux Œufs) to a point therein described as "the great bay near the Esquimaux "where the Spaniards ordinarily fished." ("Jusqu'à la grande ance vers les "Esquimaux, où les Espagnols font ordinairement la pêche,") by two leagues in depth; and that in fact, the said Seigniory of la terre ferme de Mingan was then composed of a tract of land extending from, and comprising the said Egg 30 Island, to the said great bay, afterwards known as Baie aux Espagnols, and latter as Baie Philippeau, bounded in front by the Gulf of St. Lawrence, and in rear, at a distance of six miles from the Gulf, by the Crown domain. That afterwards, to wit, on or about the 11th day of February, 1668, fealty and homage was rendered by the said Sieur Bissot de la Rivière to the representative of the Crown of France in Canada, as appears by the judgment or ordinance rendered by Gilles Hocquart, Counsellor of the King of France and Intendant of La Nouvelle France, on the 12th day of May, 1788, in a cause between Pierre Carlier, representing the Crown of France, and François Bissot and others.

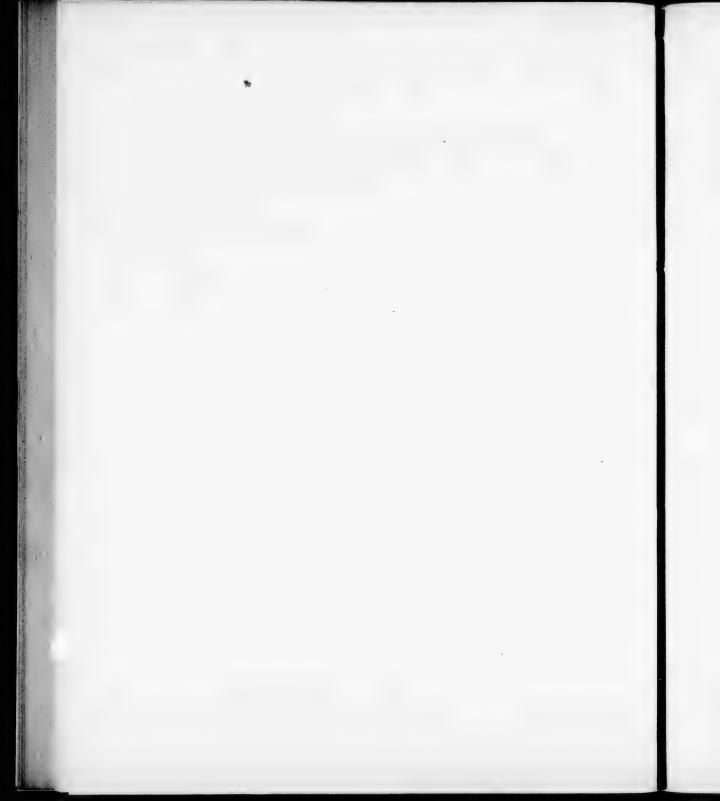


That by the said last mentioned judgment or ordinance, the portion of the said Seigneurie de la terre ferme de Mingan, from and comprising Egg Island to Cape Cormorant, at distance of from four to five leagues below the river Moisy, was re-annexed to the Crown domain, and ceased to be the property of the representatives of the said Sieur François Bissot de la Rivière, the remainder of the said property extending from the said Cape Cormorant, remaining the property of the representatives of the said Sieur François Bissot de la Rivière, as was fully and formally recognized by the said ordinance.

That at divers times and periods between the said date of the concession of the said Seigniory, and the twenty-eighth day of May, 1781, the said ¹⁰ Seigniory and parts thereof, were the subject-matter of transactions of various kinds, and among others, of suits before 'he Intendant, and before the Courts of law in New France, and that the possession of the representatives of the said Sieur François Bissot de la Rivière of the said Seigniory, was publicly and openly recognized, and was frequently adjudicated on, by such courts of law.

That among other such transactions, Dame Marie Bissot, widow of François Védérique, sold one-fourth of the said Seigniory of la terre ferme de Mingan, to Thomas Dunn, one of the Judges of the Prerogative Court of Quebec, by a deed executed before Panet and colleague, notaries, the 1st of June, 20 1772, and thereupon afterwards, to wit, on the 20th May, 1781, His Majesty the King of England represented by William Grant, his deputy receivergeneral, exacted and received from him the sum of £8.6.8, being the droit de quint, due to His Majesty upon the said sale. And saisin and possession thereof was then and there duly granted to the said Thomas Dunn

That on the fourth day of October, 1776, an acte de notoriété was passed before Sanguinet and Sainault, notaries, in the town of Quebec, in due form of law signed by twelve well-known citizens of Quebec besides the heirs and representatives of the said Sieur François Bissot de la Rivière; which said acte de notoriété was duly published and registered according to law; which acte 30 de notoriété established the destruction of the said deed of concession and the undisturbed and immemorial possession by the heirs and representatives of the said Sieur François Bissot de la Rivière, of the said Seigneurie de la terre ferme de Mingan, from the date of the concession thereof, to the date of the said acte de notoriété, as the whole will more fully appear, reference being had to an authentic copy of the said acte de notoriété, herewith produced and fyled to form part hereof. And that during all the said period, the said Sieur François Bissot de la Rivière, his heirs, representatives and assigns, were in open and public possession of the said Seigniory, and were openly and publicly recognized as the proprietors thereof, as well in their transactions with other sub-40

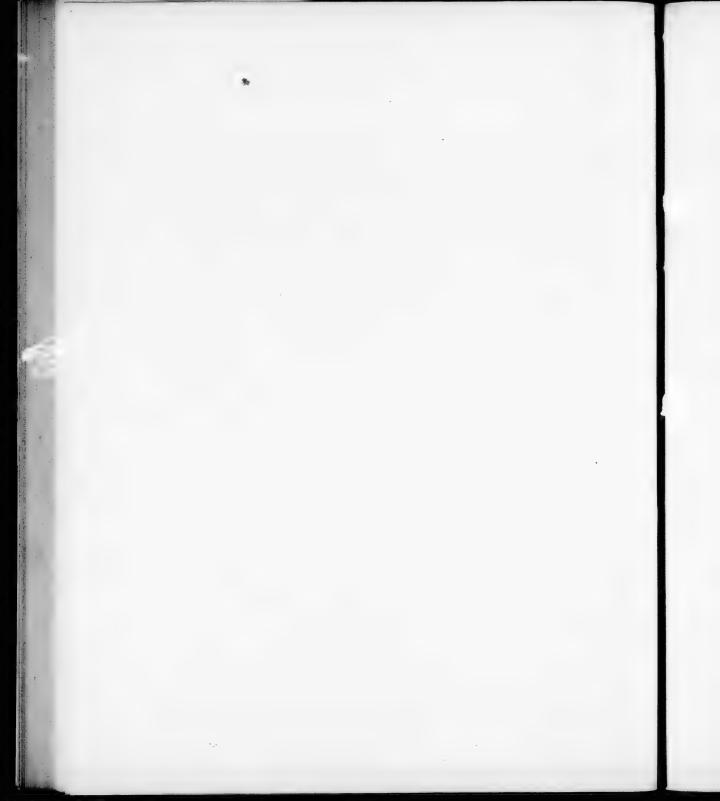


jects of the crown, as before the courts of law, and by the representatives of the Crown.

That on the 20th November, 1777, by deed of sale executed before Panet and colleague, notaries, Dlle Magdelaine Belcourt de la Fontaine, daughter of the late Jacques Belcourt de la Fontaine, counsellor au Conseil Superieur of Quebec and of Charlotte Bissot, deceased, sold to the said Honorable Thomas Dunn, her rights, in the said Seigniory of la terre ferme de Mingan, as will more fully appear by an authentic copy of the last mentioned deed herewith produced to form part hereof.

That on the 21st January, 1779, the said William Grant bought under 10 execution from James Shepherd, sheriff of the district of Quebec, the share in the Seigniory of la terre ferme de Mingan, of Charles Jolliet d'Anticosti, as co-heir of his mother Claire Bissot d'Anticosti.

That on the twenty-eighth day of May, 1781, François Joseph Cugnet as the husband of Dame Marie Joseph Belcourt de la Fontaine, Nicholas Joseph Belcourt de la Fontaine, François Belcourt de la Fontaine, William Grant and Thomas Dunn, esquires, were in fact and in law, proprietors par indivis of the said Seigniory of la terre ferme de Mingan, by good and valid titles derived from the said Sieur François Bissot de la Rivière; and being such proprietors, they did on the said last mentioned day, at the Château of St. Louis, 20 at Quebec, aforesaid, appear before The Right Honorable Frederick Haldimand Captain-General and Governor-in-Chief of the Province of Quebec and its territories and dependencies in America, Vice-Admiral and Keeper of the Great Seal thereof, General and Commissioner-in-Chief of the troops of His Majesty in Quebec and frontiers thereof; and did then and there declare and exhibit the titles and documents which they possesed, establishing their right of property in the said seigniory, which said seigniory is therein described as hereinbefore described; and did then and there before the said General Frederick Haldimand, representing His Majesty, on their own behalf and on behalf of François Belcourt de la Fontaine, then absent from the said Province, pray 30 the said General Frederick Haldimand, as such representative of His Majesty to receive their faith and homage as proprietors of the said Seigniory; declaring to hold the same as fief of His Majesty, the King of England; and at the place and time aforesaid, having assumed the position and duty of vassals of His Majesty, their heads bare, without swords or spurs, and with one knee upon the ground, did declare, in a loud and intelligible voice, that they held and rendered into the hands of the said General Frederick Haldimand, as such representative, the faith and homage which they were bound to render and bear to His Majesty the King of England, at the said Château of St. Louis at Quebec, as proprietors of the said Seigniory, which faith and homage the 40

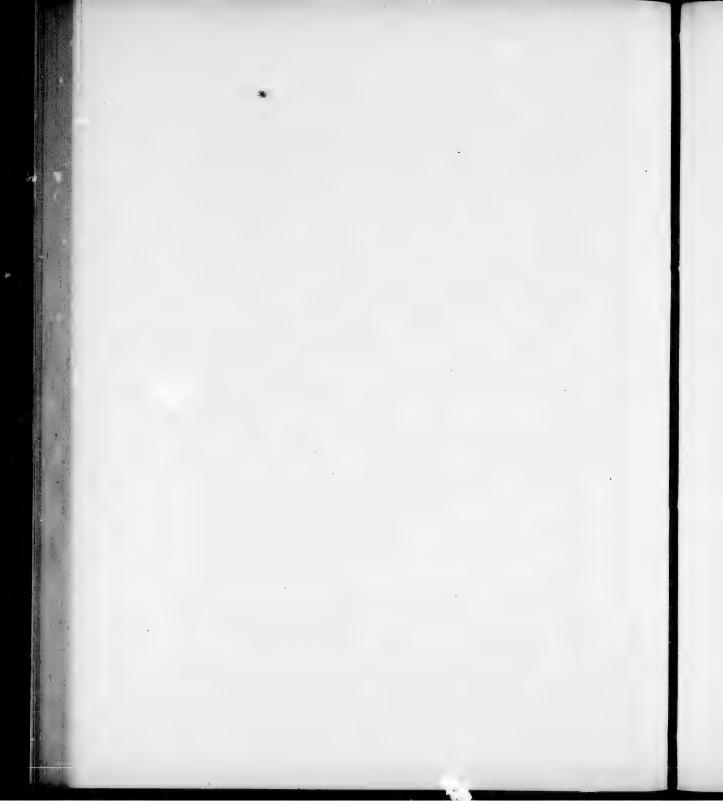


said General Frederick Haldimand in his said capacity, then and there received; whereupon the said parties did make and subscribe, and deliver to the said General Frederick Haldimand in his said capacity, their solemn oath to well and faithfully serve His Majesty, and to faithfully notify and inform him and his successors of anything which they might become aware was being done against his service, and further declared and pledged themselves to furnish their aveux et dénombrements, within the time prescribed by the laws, customs and usages of the said Province, of all which acte was granted by order of His Excellency the said General Frederick Haldimand, as representing His Majesty, on the said last mentioned day, all which was then recorded 10 and certified on the said last mentioned day at half-past four in the afternoon, as the whole will more fully appear, reference being had to the said acte de foi et hommage, herewith produced and fyled to form part hereof.

And Defendants further say that, after the said act of faith and homage to wit, on the 12th day of October, 1781, by a deed of sale made and executed on the said last mentioned day before Panet and his colleague, notaries, François Joseph Cugnet, counsellor of the Conseil Supérieur under the French régime and Attorney-General of His Majesty George the Third, for the said Province of Quebec, under the government of Governor Murray, purchased of François Belcourt de la Fontaine, as one of the representatives of the said Sieur François 20 Bissot de la Rivière, all the right and title of the François Belcourt de la Fontaine in the Seigneurie de la terre ferme de Mingan, as the whole will more fully appear reference being had to an authentic copy of the said deed of sale, herewith produced and fyled, to form part hereof.

That afterwards, to wit, on the seventeenth day of February, 1784, by deed executed before A. Panet and colleague, notaries, the said Honorable Thomas Dunn then a member of the Legislative Council of the Province of Quebec, and one of the Judges of the Court of Common Pleas of the district of Quebec, and Peter Stuart, esquire, of Beauport, acquired all the rights of the vendors mentioned in the said deed, as descendants and representatives of 30 Dame Claire Bissot, wife of Louis Joliette, which the said Claire Bissot possessed, as daughter of the said Sieur François Bissot de la Rivière, in the said Seigneurie de la terre ferme de Mingan, as the whole will more fully appear, reference being had to an authentic copy of the said last mentioned deed of sale herewith produced and fyled to form part hereof.

That on the 9th day of September, 1803, by virtue of divers transactions, events, deeds and instruments, the Seigeurie de la terre ferme de Mingan had become, and was then, the property of the said William Grant and of Peter Stuart and Thomas Dunn, also of the City of Quebec, esquires, to wit, the said William Grant being the proprietor of one undivided half of the said 40

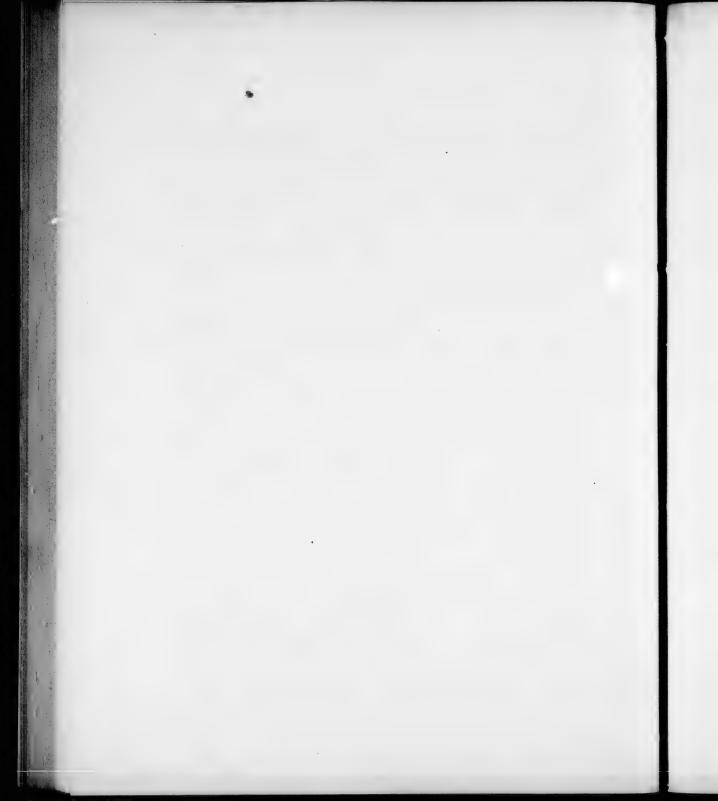


Seigniory, the said Peter Stuart, of one undivided quarter of the said Seigniory and the said Thomas Dunn of the remaining undivided quarter thereof; and that on the said last mentioned day, by deed executed before Voyer and colleague, notaries, they, the said William Grant, Peter Stuart, and Thomas Dunn, did let and lease to the firm of McTavish, Frobisher and Company, otherwise known as the North-West Company, for the period of nineteen years terminating on the first day of October 1822, the said Seigniory of la terre ferme de Mingan, together with all the establishments and posts erected thereon at Cape Cormorant, Mingan, Napensipen and Masquerou, with all the stores, houses, and buildings thereon erected, as the whole will more ¹⁰ fully appear reference being had to an authentic copy of the said deed of lease herewith produced and fyled to form part hereof.

That the said lessees continued to occupy the said Seigniory under the said lease, as the tenants of the said William Grant, Peter Stuart, and Thomas Dunn, until the thirteenth day of June, 1825, at which date the said Seigniory, had become the property of John Stuart. James T. S. Stuart, Mary Stuart and William Taylor Peter Short, as the legal heirs and representatives of the said Peter Stuart, deceased, for one quarter thereof; the heirs and the representatives of the said Honorable Thomas Dunn, as proprietors of another quarter thereof; the legal heirs and representatives of the late John Blackwood, 20 esquire, of Quebec, as proprietors of another quarter thereof; the said John Blackwood having acquired the said undivided quarter thereof by the purchase thereof on the 14th day of June, 1808, at a judicial sale thereof by the Sheriff of the District of Quebec, and the Honorable John Richardson, of Montreal, as proprietor of the remaining quarter thereof, as having acquired the same by the purchase thereof on the 22nd day of February, 1808, at a judicial sale thereof by the Sheriff of the District of Quebec.

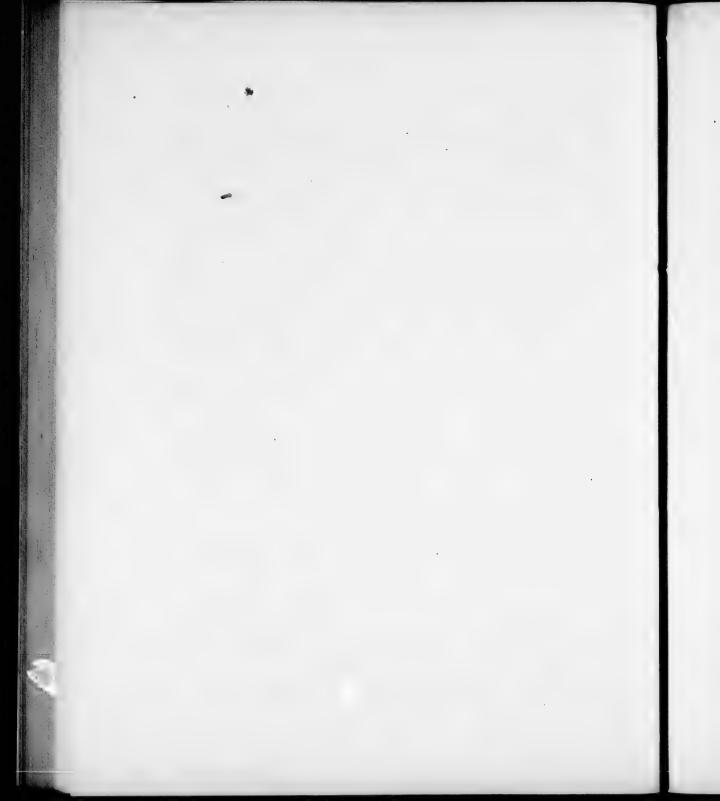
That on the said last mentioned day, by a deed of lease executed sous seing prive, the said proprietors did let and lease to the corporation of the Hudson's Bay Company, the whole of the said Seigneurie de la terre ferme de Min-30 gan, with all the establishments and posts therein contained, and all the stores, houses and buildings thereon erected, with the full and exclusive rights of hunting and trading with the Indians within the limits of the said Seigniory, and of receiving all the rights belonging or appertaining thereunto, the said lease being so made for the period of twenty years, from the first day of October, 1822, until the first day of October, 1842, and the said lease being so made for and in consideration of the yearly rent of five hundred pounds per annum, which the said lessees thereby covenanted and agreed to pay to the said proprietors of the said Seigniory.

That on the ninth day of October, 1887, the said Seigneurie de la terre 40



ferme de Mingan, by virtue of divers deeds, instruments, transactions, successions, acts and events, had become the property of John Greenshields, esquire, for two undivided thirds of one undivided fourth part thereof, and James Weir, esquire, for one undivided third of one undivided fourth part thereof; and of Mary Stuart, James T. S. Stuart and William Taylor Peter Short, for one undivided fourth part thereof; Thomas Dunn, William Dunn, Catherine Dunn and Frances Sarah Dunn, for one undivided fourth part thereof; and the heirs and legal representatives of the late Honorable John Richardson, in his lifetime of the said city of Montreal, esquire, deceased, for the remaining undivided fourth part thereof; and that thereupon, the said John Green, 10 shiels and James Weir, as proprietors par indivis of one fourth of the said Seigniory, in furtherance of the preparation and completion of a papier terrier of the domain of the Queen, in the Province of Lower Canada, appeared at the Château of St. Louis, in Quebec, before the Right Honorable Archibald, Earl of Gosford, Captain-General and Governor-in-Chief in and over the Provinces of Upper and Lower Canada, and Vice-Admiral of the same, acting therein by Andrew Patterson, their agent and attorney, in that behalf duly authorized, who then and there declared to the said Governor-General, that they came before him for the purpose of rendering and bearing into his hands, at the said Château of St. Louis, the loyal faith and homage which they, the 20 said John Greenshields and James Weir, were bound to render and bear to Her Most Excellent Majesty Queen Victoria, by reason among other properties, of the Seigneurie de la terre ferme de Mingan, and then and there represented to the said Governor-General for titles to the said Seigniory, as follows namely:-

- 1. Authentic copy of a judgment rendered on the 18th day of May, 1733, by Monsieur Gilles Hocquart, then Intendant in this country, between Pierre Carlier, Adjudicataire General of the United Farms of France and of its western territory, represented by François Etienne Cugnet, director of the said western domain in Canada, Plaintiff, of the one part; and François Bissot, as 30 well in his own name, as being in the rights of the late Sieur François de Valleran, and Jeanne Bissot, his wife, and of the late Charles Bissot, Joseph Fleury de la Gorgendière, and Claire Jolliet, his wife, daughter of the late Louis Jolliet, and Claire Françoise Bissot, as well for them as for their co-heirs of the late Sieur et Dame Jolliet, Defendants, and Sieur Jacques Gourdeau, son of the late Jacques Gourdeau, and Marie Bissot, beneficiary heir of the late Dame Bissot, their mother, also Defendant and Intervening Party (to wit, the judgment or ordinance hereinbefore mentioned.)
- 2. Also an authentic copy of a judgment rendered on the second of May, 1786, by the said Gilles Hocquart, then Intendant of this country, 40



between Sieur Volant de Hautebourg, in his quality of proprietor of the post of Mingan, as well as having married Marie Massé, widow of the late Sieur Jolliet Mingan, as having been the lessee for nine years of Sieur François Bissot, of the one part, and Sieur Martin de Brouage, of the other part.

3. Also a contract in the English language and form of a sale and adjudication by James Sheppard, Esquire, Sheriff of the district of Quebec to John Blackwood, Esquire, of an undivided quarter of the fief and Seigneurie de la terre ferme de Mingan, therein described as being situated upon the Gulf of St. Lawrence on the north side, commencing at Cape Cormorant, and extending to the north-east as far as the Bay called la grande ance vers les Esquimaux 10 où les Espagnols font ordinairement la pêche, by two leagues in depth; said deed of sale bearing date the fourteenth day of June, 1808, at the foot of which is an acquittance by Henry Caldwell, esquire, Receiver-General for the Province of Quebec, in favor of the said John Blackwood, for the sum of £220.2.6, for droit de quint upon the said acquisition, the said acquittance bearing date the third day of December, 1808, and conveying infeodation.

4. Also an authentic copy of the last will and testament of the said John Blackwood, by which the said John Blackwood, bequeathed to his testamentary executors named therein, the certain properties therein named, in which were included his share in the said Seigniory of la terre ferme de Min-20 gan, for the benefit of John Greenshields, Alexander Greenshields and Andrew

Weir, to be equally divided amongst them.

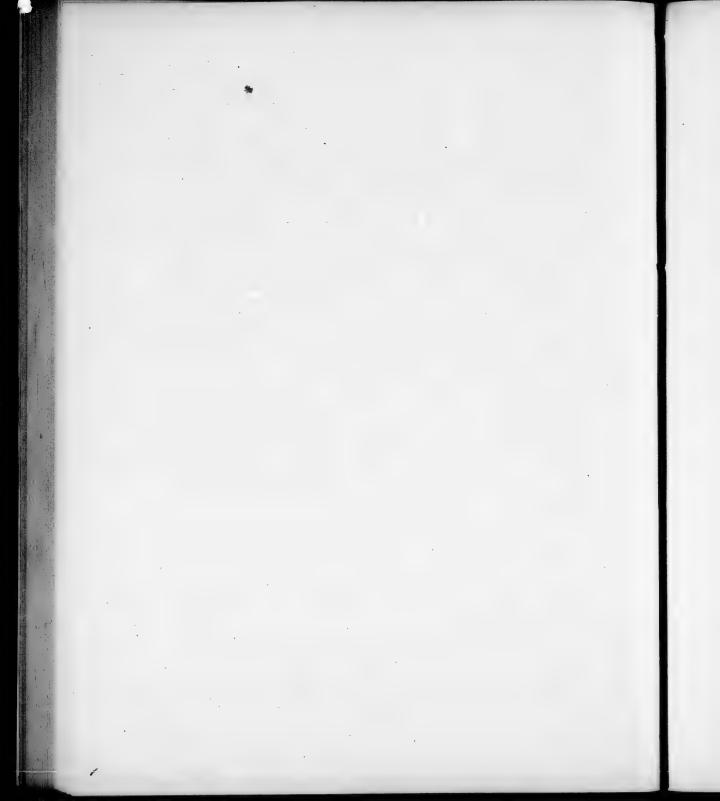
5. Also an authentic copy of the holograph testament of the said Andrew Weir, of date the ninth day of December, 1823, in the English language, by which he created his parents and his brother, Thomas Weir, his universal residuary legatees.

6. Also an act passed before Macpherson and colleague, notaries, at Quebec, on the eighth day of October, 1826, being a renunciation by Thomas Weir and James Weir to the succession of the late Andrew Weir, their brother.

7. Also an act passed before Macpherson and colleague, notaries, at Quebec, on the third day of November 1828, being a sale by John Weir and Helen Weir, as wife to Thomas Weir, of the one half of the residue of the estate of said late Andrew Weir.

8. Also an authentic copy of the holograph testament of the said Thomas Weir, dated the thirty-first day of May 1828, by which among other things, he gave and bequeathed to his brother, James Weir, his share in the immoveable property situated in the Province of Lower Canada, previously belonging to Mr. John Blackwood.

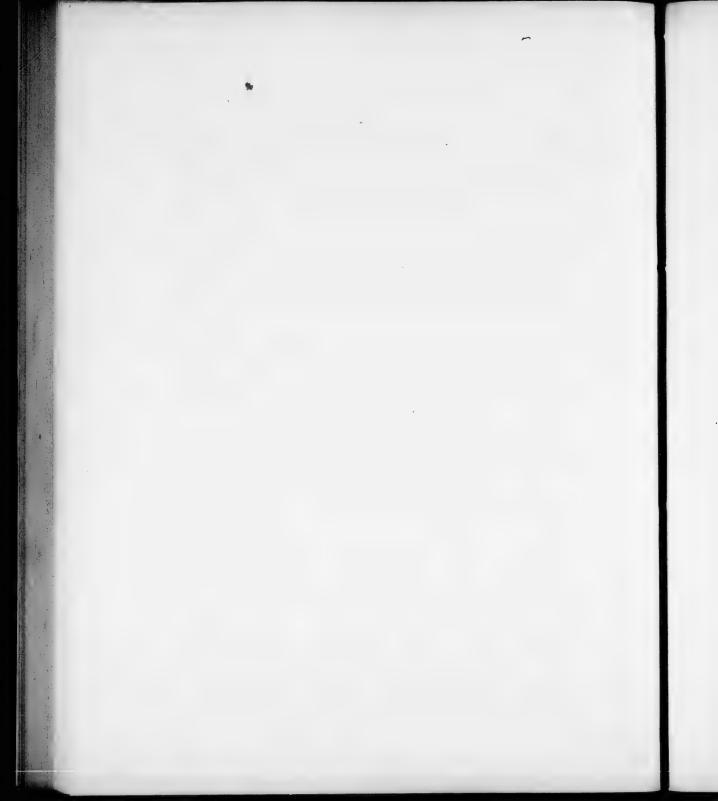
9. Also an acte passed before Macpherson and colleague, notaries, at 40



Quebec, on the twenty-eighth day of June, 1826, being a sale by Alexander Greenshields to John Greenshields of the one undivided third of an undivided fourth in the Seigneurie de la terre ferme de Mingan, belonging to him under the will of the late John Blackwood.

The said appearers praying that it would please the said Governor-General to receive on behalf of Her Majesty, their loyal faith and homage, in respect of the Seigneurie de la terre ferme de Mingan, held en plein fief of her Majesty; and thereupon placing themselves in the position, and acting according to their duty as vassals, with heads bare, without swords or spurs, and with one knee on the ground, they declared in a loud and intelligible voice, 10 that they rendered and bore to his hands, the loyal faith and homage which they were bound to render and bear to Her Most Excellent Majesty, Queen Victoria, at the Château of St. Louis, in Quebec, in respect of the said Seigneurie de la terre ferme de Mingan; which faith and homage it was thereby declared, the said Governor-General received by the said act. And thereupon the said appearers made and subscribed, in the hands of the said Governor-General an oath, to well and truly serve Her Majesty, and to notify her and her successors, if they should become aware of anything being done against her service, and obliged themselves to furnish their aveux et dénombrements within the time prescribed by the laws, customs, and usages of the said Pro- 20 vince of Lower Canada, and thereof they prayed acte, which the said Governor-General thereby granted to them,—as the whole will more fully and at large appear by an authentic copy of the said last mentioned acte de foi et hommage, herewith produced and fyled to form part of these presents.

And the Defendants allege that on the said last mentioned day, also came and appeared the said Mary Stuart, James T. S. Stuart, and William Taylor Peter Short, as proprietors of one undivided fourth, amongst other Seigniories, of the said Seigneurie de la terre ferme de Mingan; and it was thereby declared, that for the preparation and completion of a papier terrier of the domain of the Queen, in the Province of Lower Canada, the said appearers 30 had appeared before the said Right Honorable Archibald, Earl of Gosford, in his capacity of Captain-General and Governor-in-Chief in and over the Provinces of Upper Canada and Lower Canada, acting therein by John Stuart esquire, their duly authorized attorney, in that behalf, the said appearers so appearing in their quality of heirs of the late Peter Stuart, esquire, Seignior and proprietor of one undivided fourth of the Seigneurie de la terre ferme de Mingan; which said appearers declared that they came before the said Governor-General to render and bear, at the Château of St. Louis, in Quebec, the loyal faith and homage which they were bound to render and bear to her Most Excellent Majesty, Queen Victoria, in respect of the said Seigneurie de la 40



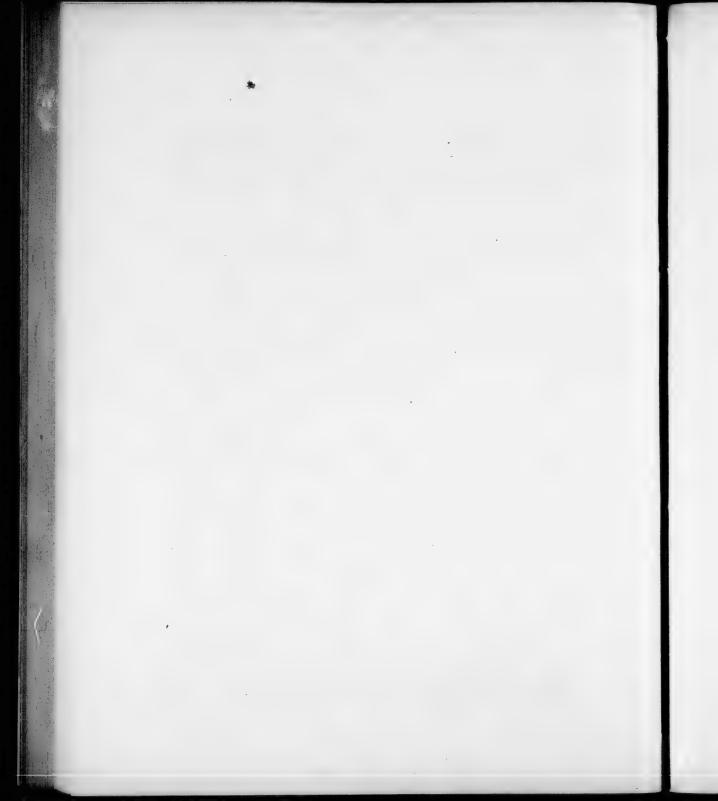
terre ferme de Mingan, and represented to the said Governor-General as the titles to the said property, an authentic copy of the said judgment, as so afore said, rendered on the twelfth day of May, 1783, by Sieur Gilles Hocquart, Intendant, hereinbefore referred to and described; and also an authentic copy of the said judgment of the second day of May, 1786, by the said Gilles Hocquart, Intendant, hereinbefore referred to and described.

Also an authentic copy of an act passed before Berthelot d'Artigny and his colleague, notaries, at Quebec, the sixth day of August, 1784, of the dépôt made by the Honorable William Grant of a deed in the English form and language being a sale by James Sheppard, sheriff of the district of Quebec, to the 10 said William Grant, of the share and rights of Charles Jolliet d'Anticosti, in the Seigneurie de la terre ferme de Mingan, in his quality of co-heir of the late Madame Claire Bissot of Anticosti, his mother.

Also an act passed before Panet and his colleague, notaries at Quebec, on the eighteenth day of January, 1806, of a cession and abandonment by François Joseph Cugnet, as well for himself as for Dame Joseph Belcourt de la Fontaine, his wife, to Peter Stuart, the Honorable William Grant and the Honorable Thomas Dunn, in undivided thirds of all the rights of succession, and other rights acquired on the twelfth day of October, 1781, by Sieur François Bissot de la Rivière, as well in the direct line as in the collateral line, in 20 the Seigneurie de la terre ferme de Mingan, long previously concerned to Sieur François Bissot de la Rivière; which rights in respect to said Seigneurie de la terre ferme de Mingan, passed to the said Sieur François Bissot de la Rivière in direct succession to him from Dame Charlotte Bissot, his mother, wife of the late Jacques Belcourt de la Fontaine.

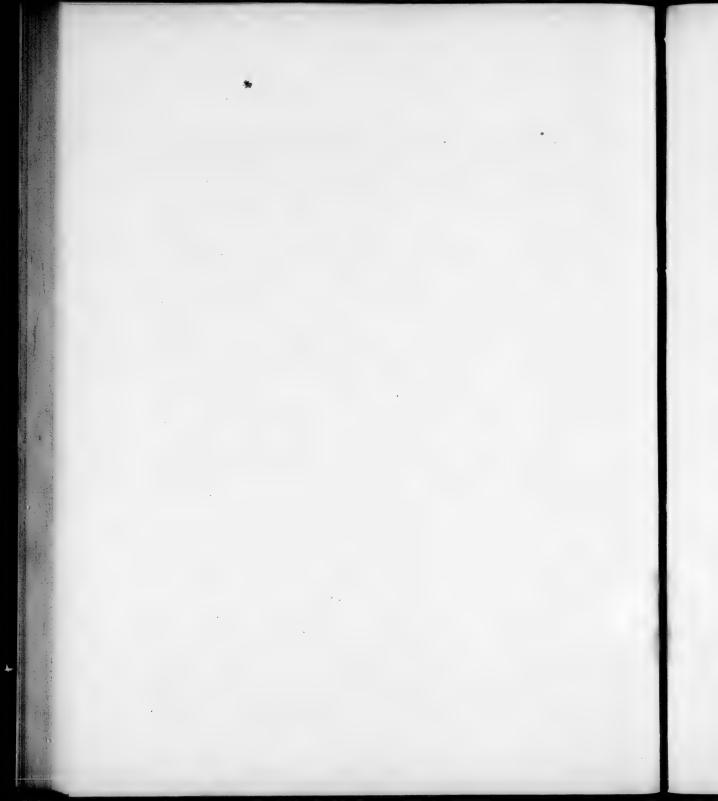
Also all the rights acquired by the said François Belcourt de la Fontaine by the death of Miss Marie Belcourt de la Fontaine, his sister, and generally all the other rights which the said François Belcourt de la Fontaine could claim in the said Seigneurie de la terre ferme de Mingan, as heir, or otherwise, by the decease of his relations or ancestors above named, acquired by the said 30 Sieur Cugnet, in the manner in the said deed described, the said purchasers thereby obliging themselves to acquire all the feudal duties and other obligations towards Her Majesty, of whom the said Seigneurie de la terre ferme de Mingan was held en fief, as well for the past as for the future.

Also an act of declaration and division passed before Duchesneau and his colleague, notaries, at Quebec, on the twelfth day of December, 1789, between the Honorable William Grant and Dame Marie Anne Catherine Fleury Deschambault, Baroness of Longueuil, his wife, acting also for the heirs of Fleury Deschambault, representing Dame Claire Jolliet, jointly with the said Baroness Grant, of the first part, and the Honorable Thomas Dunn, of the 40



second part, and Peter Stuart of the third part; by which the parties declared that they were the proprietors of nearly all the fief and Seigneurie de la terre ferme de Mingan, having acquired the said right in the manner and form as declared in the said deed,—as the whole will more fully and at large appear, reference being had to an authentic copy of the said deed herewith produced and fyled, to form part hereof; all of which titles having been so represented to the said Governor-General, the said last mentioned appearers prayed that he would be pleased to receive their loval faith and homage, in respect of the said Seigneurie de la terre ferme de Mingan, and thereupon immediately placing themselves in the position and showing the duty of vassals, with bare 10 heads, without sword or spurs, and with one knee on the ground, the said appearers, declared in a loud and intelligible voice that they rendered and bore into the hands of the said Governor-General the loyal faith and homage which the said proprietors were bound to render and to bear, at the Chateau of St. Louis, in Quebec, to Her Most Excellent Majesty, Queen Victoria, in respect of the said Seigneurie de la terre ferme de Mingan; which faith and homage were received by the said Governor-General by the said act; and thereupon the said proprietors, by their representative, made and subscribed in the hands of the said Governor-General an oath to well and faithfully serve Her Majesty, and to inform her and her successors of anything which they 20 might become aware of being done against her service and obliged themselves to furnish their aveux et denombrements within the time prescribed by the laws, customs and usages of the said Province of Lower Canada, of all which they demanded acte, which acte the said Governor-General then and there and thereby granted to them,—as the whole will more fully appear, reference being had to an authentic covy of the said acte de foi et hommage, herewith produced and fyled to form part of these presents.

That afterwards, to wit, on the thirteenth day of July, 1842, the said proprietors of the said Seigneurie de la terre ferme de Mingan, to wit, James T. S. Stuart, Mary Stuart and William Taylor Peter Shortt, proprietors of one 30 fourth part thereof; Thomas Dunn, William Dunn, Catherine Dunn and Frances Sarah Dunn, proprietors of one other undivided fourth part thereof; John B. Weir and John Greenshields, proprietors of one other fourth part thereof, and Dame Anne Richardson, wife of Thomas Brown Anderson, George Auldjo, Susan Anne Auldjo, John Richardson Auldjo, Euerretta Richardson and Charlotte Richardson, all of them acting together, and as heirs and legal representatives of the late Honorable John Richardson, proprietor of the other one fourth part of the said Seigniory, did let and lease to the Governor and Company of Adventurers of England, trading into Hudson's Bay, accepting thereof, by a certain deed of lease, sous seing privé made, executed and bearing 40

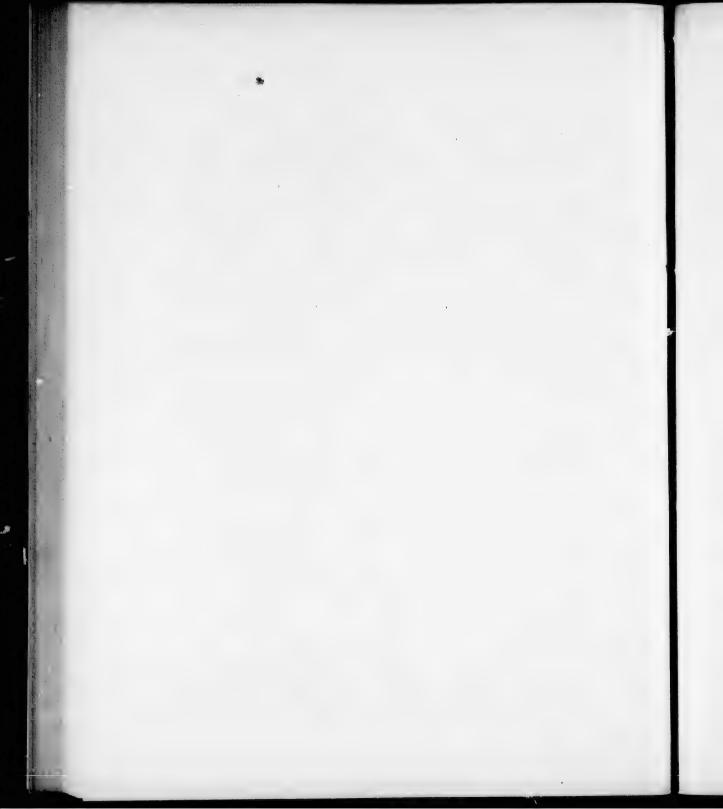


date at Montreal aforesaid, the said thirteenth day of July, 1842, the whole of the said Seigneurie de la terre ferme de Mingan, with all the establishments and posts therein contained, and all the storehouses and buildings thereon erected; which lease was so made for the considerations in the said deed of lease mentioned, for the term of twenty years, from the first day of October, 1842, until the termination thereof, on the first day of October, 1862. That the said lease was merely a continuation of the said several leases hereinbefore referred to; and that the said North-West Company and its successors, the said Governor and Company of Adventurers of England, trading into Hudson's Bay, held continuous possession of the said Seigneurie de la terre ferme 10 de Mingan, from the said ninth day of September, 1803, to the said first day of October, 1862, as the lessees of the said Seigniors, and that from and after the said first day of October, 1862, up to the

18 , the said Governor and Company of Adventurers of England, trading into the Hudson's Bay continued to occupy and enjoy the said Seigniory and all and every part thereof, by tacit reconduction from year to year, as the tenants of the said preprietors thereof, their heirs, representatives and assigns.

That afterwards, to wit, under and by virtue of the Act of the Parliament of Canada, nineteenth Victoria, chapter fifty-three, the tenure of the said 20 Seigniory was changed from the Seigniorial tenure to franc aleu roturier; and the said Seigniory was inserted in the cadastres of the Commissioners appointed by the Government of Canada under the said act, for the changing of the tenure of the said Seigniories, and for settling the compensation in respect thereof; and that in and by the report and cadastre made by the said Commissioners, and duly accepted and acted upon by the Government of Canada, the said Seigniory was recognized, and the terms of commutation thereof were determined; and it was found and adjuged by the said Commissioners that the Seigniors and proprietors of the said Seigniory were indebted to the Government of the Province of Canada, in the sum of \$52.91 for the droit 30 de quint, due in respect of the said Seigniory and that the rights of the Crown in the said Seigniory amounts to the sum of \$881.83, which sum of money has since been paid by the said Seigniors, under protest as to the eastern boundry of the said Seigniory mentioned in the said cadastre.

That afterwards, to wit, on the twenty-seventh day of March, 1878, the said Dame Anne Richardson, Dame Eueretta Richardson, Dame Charlotte Richardson, John Richardson Auldjo, Louis Auldjo, and Miss Elizabeth Helen Auldjo, by a deed of sale made, executed, and bearing date on the said last mentioned day, before Marler and his colleague, notaries at Montreal, sold and conveyed to Alexander Dennistoun, purchaser for himself and in trust, as 40

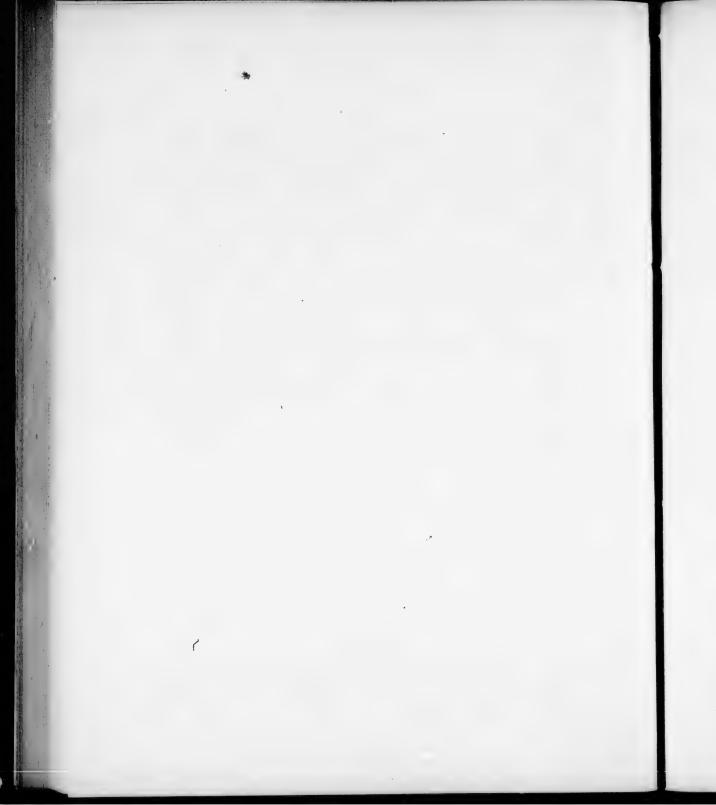


described in the said deed of sale, three undivided sixteenth parts, and three undivided eightieth parts in the said Seigniory, therein described as the Seigniory of Terra Firma of Mingan, situated on the north shore of the Gulf of St. Lawrence, containing all the land lying along the said north shore from the Cap des Cormorans to the great bay, near the Esquimaux where the Spaniards ordinarily carried on their fishing, (la grante anse vers les Esquimaux où les Espagnols font ordinairement la pêche) known as l'Anse des Espagnols or Baie Phillipeau, with a depth of two leagues, with all the right and appurtenances thereunto belonging; and that in and by the said deed, the title of the vendors therein mentioned is fully set forth,—as the whole will more fully 10 and at large appear, reference being had to the said deed of sale, an authentic copy whereof is herewith produced and fyled, to form part hereof.

That afterwards, to wit, on the first day of April, 1873, by a deed of sale, made, bearing date and executed, at the city of Quebec in the said Province, before Chapham and his colleague, notaries, William Hugh Dunn, of Inglewood, actiny by his attorney, George Okill Stuart, of the city Quebec, Queen's Counsel, sold and conveyed to said Alexander Dennistoun, accepting thereof, five undivided twenty-fourth parts of an undivided quarter of the said Seigniory of Mingan, or Terra Firma de Mingan; and the chain of title of the said William Hugh Dunn is in the said 20 deed of sale duly set forth in detail, as the whole will more fully and at large appear, reference being had to an authentic copy of the said last mentioned deed of sale, herewith produced and fyled, to form part hereof.

That afterwards, to wit, on the first day of April, 1873, by a certain other deed of sale, made, executed and bearing date at Quebec, aforesaid, on the said last mentioned day, before Clapham and colleague, notaries public, William Taylor, Peter Shortt, Miss Jane Margaret Shortt, Miss Catherine Alleyn Theodosia Shortt, Stuart James Shortt, and Mary Stuart Shortt, they being the lawful heirs and representatives of the said William Taylor Peter Shortt, sold and conveyed to the said Alexander Dennistoun, accepting thereof, in all, 30 one undivided quarter of the said Seigniory of Mingan, or Terra Firma de Mingan; the chain of title of the said last mentioned vendors being in the said deed of sale fully described and detailed; as the whole will more fully appear, reference being had to an authentic copy of the said last mentioned deed of sale, herewith produced and fyled, to form part hereof.

That afterwards, to wit, on the fourth day of April, 1873, by a certain other deed of sale, made, executed and bearing date at Montreal, in Canada, the day and year last aforesaid, before Marler and his colleague, notaries, Alexander Thomas Patterson and Donald Lorn McDougall, sold and conveyed to the said Alexaneer Dennistoun, accepting thereof, in all, one undivided 40



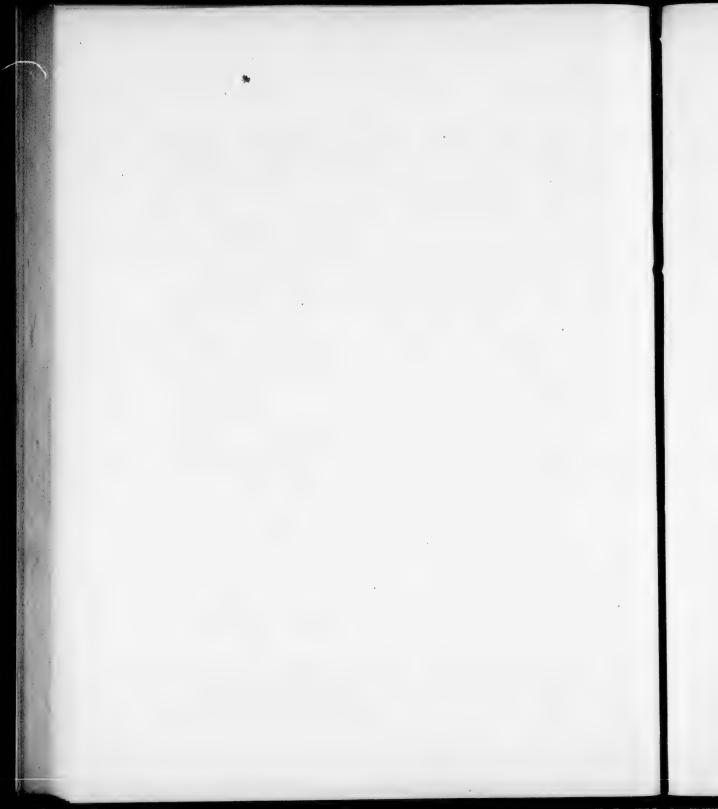
quarter of the said Seigniory of Mingan, or Terra Firma de Mingan; in which last mentioned deed of sale the chain of titles by which the said Alexander Thomas Patterson and Donald Lorn McDougall acquired the said one undivided fourth is at length described and detailed; as the whole will more fully and at length appear, reference being had to an authentic copy of the said deed of sale, herewith produced and fyled, to form part hereof.

That afterwards, to wit, on the fifteenth day of September, 1873, by a certain other deed of sale, made, executed and bearing date, at Quebec aforesaid, on the said last mentioned day, before Clapham and his colleague, notaries,, Anne Catherine Dunn, wife of William Rhodes, duly authorised by her said husband, sold and conveyed to the said Alexander Dennistoun, one undivided twenty-fourth part of the said Seigniory of Mingan, or Terra Firma de Mingan, in the said deed at length described; as the whole will more fully and at large appear, reference being had to an authentic copy of the said last mentioned deed of sale, herewith produced and fyled, to form part hereof.

That afterwards, to wit, on the tenth day of April 1874, by a deed of sale made, bearing date and executed, at Montreal, in Canada, the said last mentioned day, before W. A. Phillips, notary, the said Eueretta Jane Auldjo, then the wife of Edward Alexander Prentice, duly authorised by her husband, sold and conveyed to the said Alexander Dennistoun, one undivided eightieth share of the Seigniory of Mingan, or Terra Firma de Mingan; the said deed of sale containing a description of the title of the said Eueretta Jane Auldjo to the said portion of the said Seigniory; as the whole will more fully and at large appear, reference being had to an authentic copy of the said last mentioned deed of sale herewith produced and filed to form part hereof.

That afterwards, to wit, on the twelfth day of April, 1882, by a deed of sale sous seing prive, executer at Leamington Priory, in the County of Warwick, England, the said Mary Eueretta Richardson, then the wife of Henry Ogden Andrews, duly authorised by him, sold and conveyed to the said Alexander Dennistoun, accepting thereof one undivided eightieth part of the said Seigniory of Mingan, or Terra Firma de Mingan; the said deed of sale containing the particulars of the title of the said Mary Eueretta Andrews; as the whole will more fully and at large appear, reference being had to an authentic copy of the said deed of sale, herewith produced and fyled, to form part hereof.

That, each, all and every of the said several deeds of sale have been duly entered and enregistered at full length in the Registry office of the First Division of the Counties of Charlevoix and Saguenay, wherein the said Seigniory is situate, and that under and by virtue of the said deeds of sale, the 40



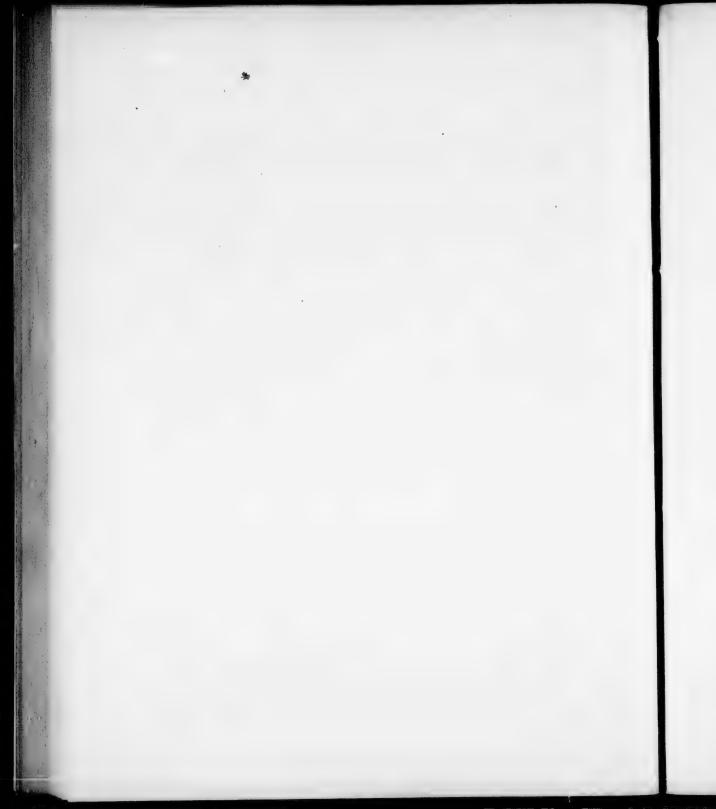
said Alexander Dennistoun entered upon possession of the said Seigniory of Mingan, and thereof remained in possession, until the eighth day of October, 1883.

That on the said last mentioned day, by a deed of sale and conveyence, made, executed and bearing date, before McLennan, notary public, at Montreal aforesaid, the said eighth day of October, 1883, the said Alexander Dennistoun sold and conveyed to the Defendants in this cause, the said Seigniory of Mingan, with all the rights and appurtenances thereof; as the whole will more fully appear, reference being had to an authentic copy of the said deed of sale, herewith produced and fyled, to form part hereof; which said deed of sale has been duly entered and enregistered in the Registry office of the said Division of the Counties of Charlevoix and Saguenay.

And the Defendants allege that they and their auteurs have held and retained possession of the said Seigniory, and have publicly and openly used and enjoyed the same as proprietors; and have been recognised as the owners and proprietors thereof, both by the public, by the Courts of justice during the régime of the King ef France; by the Courts of justice during the régime of the Crown of England; by the Legislature of the Province of Lower Canada; by the Legislature of the Province of Canada; by the public and recognised officials of the said Provinces, in the various departments thereof; by the historians who have written upon the history, geography and chronology of the said Province of Lower Canada; and in every other mode, manner and way in which rights of property are acquired, held, used, enjoyed and recognised,—all of which the Defendants will prove and verify according to the laws and practice of this Honorable Court.

That, in addition thereto, the concession of the said Seigniory by the said Company of New France, and the possession and occupation thereof, and the right of property therein, of the said Sieur François Bissot de la Rivière and of his heirs, descendants, assigns, and representatives, has alse been fully described and recognised in the numerous official documents, made and executed under the régime of the King of France, and since the said Province of Lower Canada appertained to the Crown of England, and is laid down upon the maps of the territory of La Nouvelle France, and of the said Province of Lower Canada, made by and under the authority of the various explorers and geographers of the King of France, and of the officials of the Crown of France, and by the officials of the said Province, since the same became a colony of England,—all of which the said Defendants will prove and verify according to the procedure and practice of this Honorable Court.

That by reason of the premises and by law, the said Defendants, by 40



themselves and their auteurs, have acquired the right of property in the said Seigniory by good and valid titles.

And they have also acquired the same by prescription, by immemorial possession in good faith, by a possession of more than one hundred years, that is to say by a possession of two hundred and twenty-three years by themselves and their auteurs as the owners and proprietors thereof.

That they have also acquired the right of property in the said Seigniory by the possession, use and enjoyment thereof, by themselves and their *auteurs* as proprietors for more than thirty years previous to the institution of the present action.

That they have also acquired the right of property in the said Seigniory by the possession thereof as proprietors in good faith, under good and valid titles of acquisition thereof, for more than ten years previous to the institution of the present action.

Wherefore, the said Defendants pray that they may be declared to be the proprietors of the said Seigniory; and that the action of the Plaintiff be hence dismissed; and further pray that this Honorable Court will recommend that they be paid the costs and expenses of the present suit and of the exhibits produced and fyled by them, in support of their defense thereof.

Montreal, 7th April, 1884.

ABBOTT, TAIT & ABBOTTS.

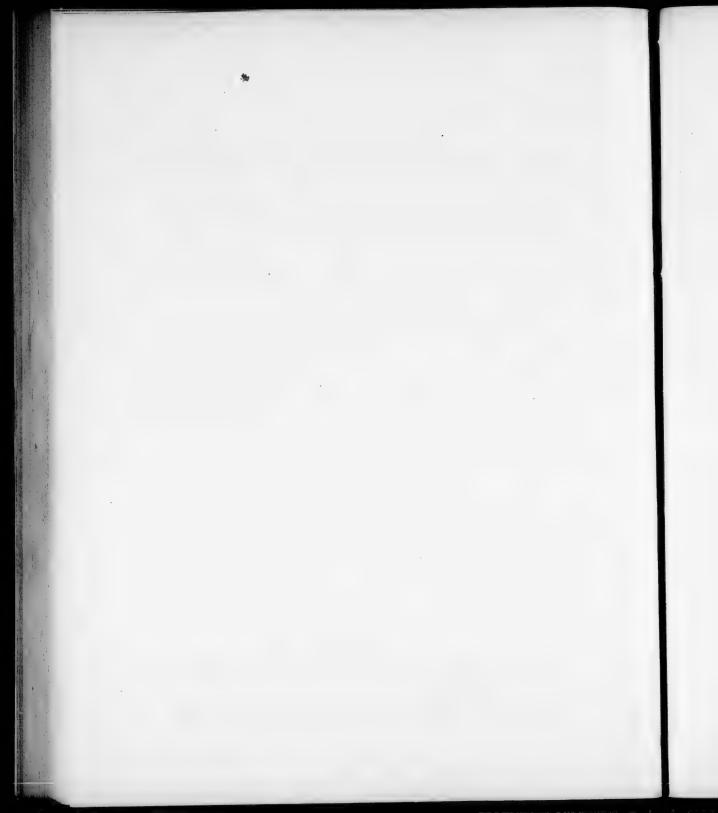
Attorneys for Defendants.

And the Defendants for further plea to the declaration and action of the Plaintiff, and without waiver of the foregoing plea, but expressly reserving to themselves all the benefit and advantage thereof, for further plea to the declaration and action of the Plaintiff, say:—

That the allegations, matters, and things in the said declaration con. 30 tained, are, and each of them is, false, untrue and unfounded in fact; save and except the allegation thereof that the Defendants and their auteurs have been in possession of the property described in the said declaration for more than twenty years previous to the institution of the present action.

And the said Defendants expressly deny that the said property described in the said action forms part of the domain of the Crown, or of the Crown Lands of the Province of Quebec.

Wherefore, the said Defendants pray that they may be declared to be the proprietors of the said Seigniory, and that the action of the Plaintiff be hence dismissed.



And they further pray that this Honorable Court will recommend that they be paid the costs and expenses of the present suit and of the exhibits produced and fyled by them in support of their defense thereof.

Montreal, 7th April, 1884.

ABBOTT, TAIT & ABBOTTS,

Attorneys for Defendants.

Et sa Majesté, par sa présente réponse spéciale aux plaidoyers de la 10 défenderesse sans admettre et tout en niant expressément tous et chacun des faits contenus en les dits plaidoyers, dit:

Que la défenderesse est incapable en droit d'avoir et obtenir contre Sa Majesté aucune possession même centenaire capable de lui faire acquérir par prescription aucune partie des immeubles faisant partie du domaine de Sa Majesté;

Que de fait la prétendue possession par la dite défenderesse de tout ou d'une partie du domaine réclamé par la dite demanderesse en la présente cause ne comporte ni est revêtue d'aucuns caractères requis pour lui faire obtenir la prescription contre Sa Majesté;

Que la dite prétendue possession n'a pas été continue, non interrompue, paisible, publique, non équivoque, ni à titre de propriétaire;

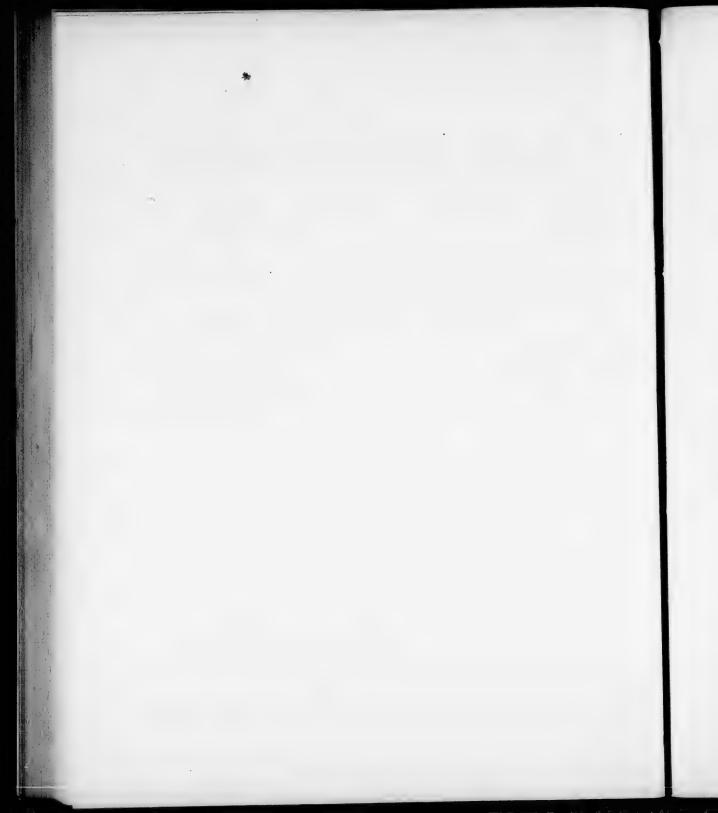
Que la dite prétendue possession n'est bâsée sur aucuns titres et est contraire aux prétendus titres allégués par la défenderesse;

Que la dite prétendue possession n'a pas même existée et que, eût elle existé à de rares périodes, ce que la demanderesse nie, elle aurait été constamment et fréquemment interrompue, naturellement et civilement;

Que la prétendue concession du 25 février, 1661, alléguée par la défenderesse, comporterait-elle le sens que la défenderesse lui attribue, elle aurait été revoquée et annullée par l'ordonnance du roi de France, rendue en son 30 conseil, en date du 21 mars, 1663, dûment insinuée et enregistrée au Conseil Supérieur tel qu'il appert plus amplement à la page 33 du 1er volume des Edits et Ordonnances royaux et en force en ce pays, alléguant la demanderesse qu'à la dite date de 1668 aucune partie de la dite prétendue Seigneurie réclamée en cette cause n'était défricher et qu'il n'était pas au pouvoir du dit Bissot ni de ses représentants et ayant cause de la défricher;

Que du reste la dite prétendue concession du 25 février 1661, telle qu'alléguée par la défenderesse n'a jamais existée;

Que dès le 11 février 1668, le dit François Bissot reconnaissait par écrit dans un acte fait et consignée par lui au papier terrier que la dite concession du 40



25 février, 1661 au lieu d'être celle prétendue par la défenderesse n'était qu'une concession de l'Ile-aux-Œufs, située au dessous de Tadousac vers les Monts Pêlés, du côté du nord, 40 lieues ou environ du dit Tadousac, avec le droit et faculté de chasse et d'établir en terre ferme, aux endroits qu'il trouverait plus commodes, la pêche sédentaire des loups-marins, baleines, marsouins et autres négoces depuis la dite Isle-aux-Œufs, jusqu'aux Sept-Isles dans la grande anse vers les Esquimaux ou les Espagnols font ordinairement la pêche, avec le bois et terres nécessaires pour faire le dit établissement," à la charge de payer par chacun ou deux castors ou dix livres tournois au Receveur de la dite compagnie et les droits accoutumés pour la traite à la communauté de ce 10 pays;

Que les mots "vers les Esquimaux" ne faisaient qu'indiquer la direction des endroits de pêche ainsi concédés et n'étaient pas délimitatifs et étaient alors conformes à l'usage établi et alors suivi en ce pays;

Que c'est là la seule concession qui ait jamais été faite au dit Sieur Bissot;

Que bien plus le dit Sieur Bissot tel qu'il appert plus amplement par une ordonnance contradictoire rendue par Gilles Hocquart, à Québec, le 12 mai 1733, par ses héritiers et ayant cause, abandonna volontairement la dite concession, laquelle fut des lors par la dite ordonnance rémise au domaine 20 public dont elle a toujours depuis fait partie;

Que le dit abandon est de nouveau reproduit dans l'ordonnance du dit Hocquart, à Québec, du 28 mai 1738, tel qu'il appert au 2me volume des dits Edits et Ordonnances, pages 358 et suivantes;

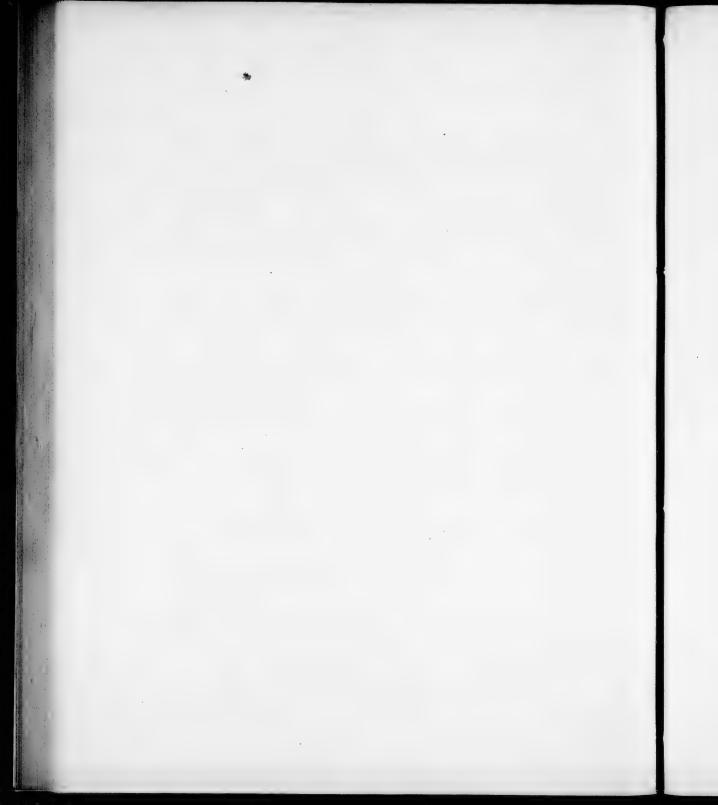
Que le dit abandon fut fait pour valable considération tel qu'il appert par les dites ordonnances en dernier lieu citées;

Que les défendeurs par eux-mêmes et leurs prétendus auteurs n'ont jamais acquis aucune partie quelconque du domaine public sur la rive nord du St. Laurent et formant partie des terres en litige en cette cause.

Que dans l'intervalle entre 1702 et 1750 inclusivement les dits héritiers 30 répresentants ou ayant cause Bissot étaient si pau propriétaires ou en possession du terrain en litige que Sa Majesté en concéda la plus grande partie aux dates et de la manière suivantes, savoir:

"10. Concession au Sieur LeGardeur au lieu appelé Labrador depuis la rivière Kegashka, jusqu'à la rivière Kescakim, le temps et l'espace de dix années consécutives pour y faire des établissements pour la pêche sédentaire, etc....." 17 octobre 1702; pas de profondeur donnée.

"20. Concession au Sieur de la Valtrie au lieu nommé la rivière St. Augustin dans la côte du Labrador, de deux lieues de front de chaque côté, sur quatre lieues de profondeur dans les terres, ensemble les isles et islets adjacents 40



au dit havre pour en jouir la vie durante et tant qu'il fera valoir la dite concession par les pêches qu'il y fera," etc., etc...... 7 octobre 1720.

"30. Concession au Sieur de la Fontaine de Belcourt, à la côte du nord du fleuve St. Laurent, une étendue de terrain à prendre depuis la rivière Etamaimon, icelle comprise, à celle de Montagamion avec le privilège exclusif pour y faire des établissements pendant le temps et l'espace de neuf années," etc., etc., 1 sept. 1733 ; pas de profondeur donnée.

"40. Concession au Sieur J. Bte. Pommereau en une étendue de terrain de cinq lieues de front de la côte du Labrador, depuis la pointe du Gros Macatinot, icelle comprise, en allant au nord-est, sur quatre lieues en profondeur avec les isles, islets et battures qui se trouvent au devant d'icelle, avec le privilège exclusif d'y faire la pêche du loup-marin," etc., etc., "pendant le temps et l'espace de dix années consécutives." 2 mai 1738.

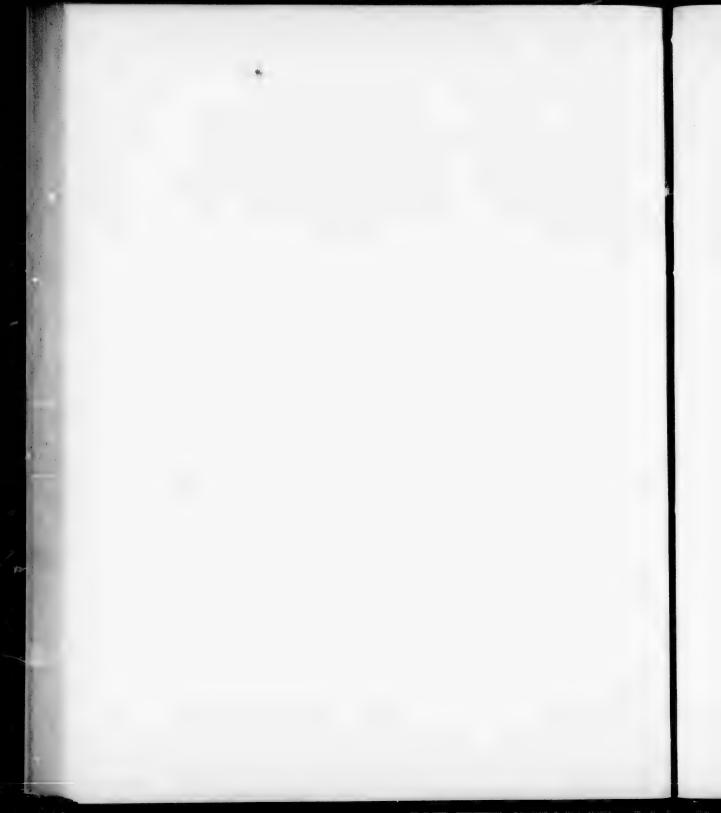
"50. Concession en continuation au dit Sieur J B. Pommereau d'un terrain situé, ci-devant désigné arres, de quatre lieues ou environ de front, allant au nord-est, à prendre au bout de ces cinq lieues à lui concédées le 22 mai 1738, jusque et y comprise la rivière Chicaajoin, sur quatre lieues de profondeur, pour la dite étendue de terrain ne faire avec les cinq lieues ci-devant concédées au Sieur Pommereau qu'une seule et même concession et en jouir pour lui pendant le dit temps, et y faire un ou plusieurs établissements de 20 pêche ou de loup-marin," etc...... 20 sept. 1739.

"60. Concession au Sieur Vincent à la côte de Labrador pour le temps et l'espace de neuf années consécutives, un terrain qui se trouve non concédé entre les concessions des Sieurs Pommereau et la Fontaine, trois lieues audessous en tirant vers le Sieur Pommereau sur quatre lieues de profondeur." 15 janvier 1740.

"70. Concession aux Sieurs Jacques Bréard Contrecœur et Guillaume Estèbes pour le temps et espace de neuf années, un terrain entre les concessions ci-devant accordées aux Sieurs Pommereau et la Valtrie, à la côte du nord du fleuve St. Laurent, d'environ quatre lieues de front non concédées à 30 prendre de la Chicaajoin qui est la borne du nord-est de la concession du Sieur Pommereau, jusqu'à celle du Sieur de la Valtrie, sur six lieues de profondeur avec les isles, islots et battures qui sont au devant etc., et avec le privilège de faire à l'exclusion de tout autre la pêche du loup-marin." 5 nov. 1748.

"80. Concession aux Sieurs Croiselle de Montesson, Daniel de Beanjeu, et Guillaume Estèbes, en continuation de la concession accordée en 1740 au Sieur Jean Baptiste Pommereau formant neuf lieues de front sur quatre lieues de profondeur pour le temps et espace de six années, etc., 1 mai 1749.

"90. Concession au Sieur Chéron à la côte du Labrador, au lieu appelé St. Augustin, de quatre lieues de profondeur, laquelle concession appartenant 40



ci-devant au feu Sieur de la Valtrie pour le temps et espace de neuf années consécutives pour y faire la pêche de la morne." 20 avril 1750.

"10o. Concession au Sieur la Fontaine pour le temps et espace de quinze années seulement l'étendue de terrain nommé Ajitizi ou Chicataramey, ci-devant appartenant aux Sieurs Foucaut et Boucaut entre la concession du poste St. Augustin, appartenant au Sieur de la Valtrie et celle du Sieur Bromique, avec quatre lieues de profondeur ainsi que les isles et islets," etc., etc. 17 octobre 1750, tel qu'il appert plus amplement aux titres dont copies sont produites en cette cause;

Que chacun des terrains mentionnés en les dites concessions et toutes le autres ont été depuis réunies au domaine de la Majesté soit par l'expiration du temps pour lequel elles avaient été faites, soit par le défaut d'accomplissement des formalités, défaut d'exploitation, de culture, décès des parties, abandon, échange ou autrement:

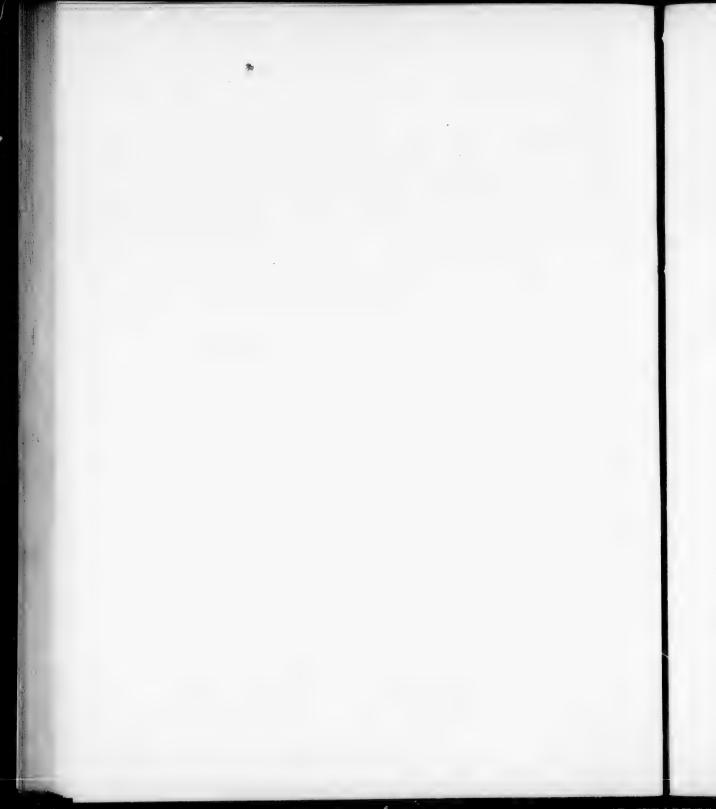
Qu'aucun des prétendus actes de foi et hommage, allégués par la Défenderesse n'ont été acceptés ni reconnus par Sa Majesté ni par aucun de ses officiers ou représentants dûment autorisés;

Qu'en admettant qu'en vertu de la concession du 25 février 1661, le dit François Bissot cût établi une pêche sédentaire 'au lieu dit Mingan' tel qu'il est mentionné dans l'ordonnance du 12 mai 1783, les droits et les réclamations 2 que ses réprésentants légaux pourraient avoir eus dans cet établissement, automent appelé " poste de Mingan" ou sur toute autre partie de la côte du Labrador dans la grande ause vers les Esquimaux ont été révoqués et annullés en même temps que la concession de l'Isle-aux-CEufs, du 25 fèvrier 1661, lorsque cette concession fut réunie au domaine de Sa Majesté, en 1783.

Que de plus les cohéritiers n'ont jamais depuis acquis des droits ou titres nouveaux de la couronne de France ou d'Angleterre pour ancune partie du territoire dont ils réclament aujourd'hui la possession;

Qu'il appert par un grand nombre de réglements jugements et ordonnances dûment rendus par autorités compétentes, notamment le 30 septembre : 1739 (2me volume Édits et Ordonnances page 550), le 27 août 1742 (page 184 des Édits et Ordonnances relatifs à la tenure Seigneuriale), le 4 o tobr 1743 (même volume, page 186), le 30 décembre 1743 (même volume, page 588), le 27 août 1742 (3me volume, Édits et Ordonnances, page 470) que Sa Majesté avait un droit absolu sur le terrain en litige en cette cause, et qu'ace que pattie n'en était concédée aux prétendus auteurs de la Défenderesse

Qu'en janvier et novembre, 1768, les aviseurs légaux de Sa Majesté savoir, les Procureurs et Solliciteurs généraux du roi d'Angleterre alors régnant par un rapport officiel dument fait et dont copie est produite, déclarèrent que les dits héritiers et représentants légaux du dit Bissot n'avaient aucun titre ni u



droit quelconque à la propriété, ni la possesion du terrain en litige en cette cause :

Et la Demanderesse ajoute :—que jusqu'à la dite aunée 1733 les archives publiques ne font aucune mention de la prétendue concession du terrain en litige, malgré les ordonnances fréquentes qui auraient obligé les prétendus propriétaires du dit terrain, soit en rôture, de faire enrégistrer leurs titres et de rendre foi et hommage au Souverain et notamment les ordonnances du 24 décembre 1722, 24 mai 1724, et 14 janvier 1725, ce à quoi n'auraient pu manquer les dits prétendus concessionnaires s'ils eussent possédé de tels titres mais ce qu'ils n'ont pas fait.

Que ni sous la domination française, ni depuis, la Défenderesse n'a jamais eu aucuns titres valables au dit terrain en litige.

10

Que par proclamation royale en 1763, tout le terrain en litige, entr'autres, a eté mis sous l'administration du Gouverneur de Terre-neuve;

Que le 21 octobre 1768, ce dernier émane dûment une proclamation déclarant entr'autres le terrain en litige libre à tous les sujets britanniques, y régularisant la pêche et le commerce et ce sans réclamation de la part de la Défenderesse ni de ses auteurs.

Que cet état de choses dura jusqu'en 1808 alors que le dit terrain en litige fut réuni au domaine de la Province de Québec;

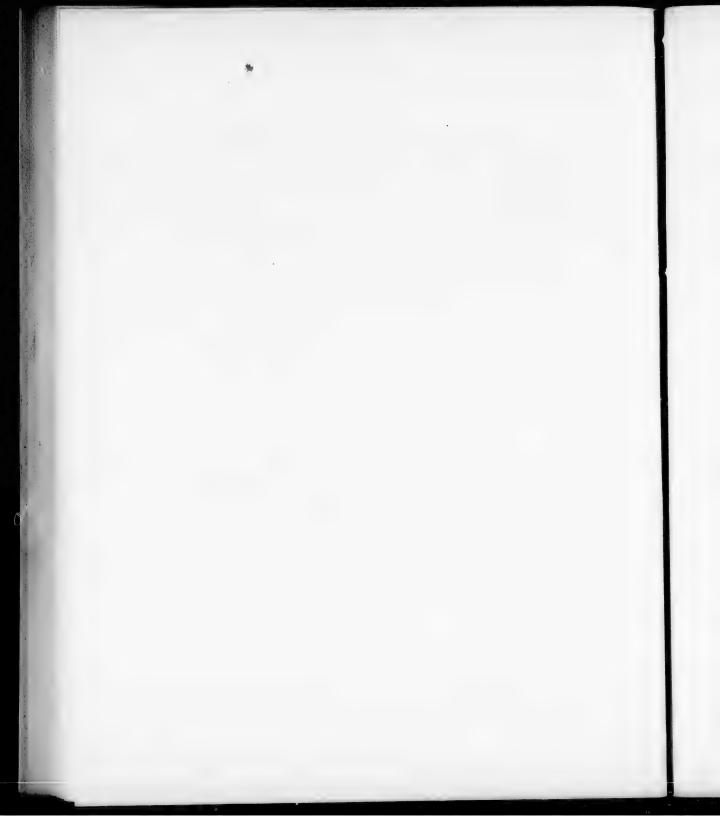
Que jamais Thomas Dunn ni William Grant n'ont aliéné ni eu autorité pour aliéner, en faveur de la Défenderesse ni d'aucun de ses auteurs aucune partie du terrain en litige en cette cause;

Qu'aucun des titres allégués par la Défenderesse n'est l'émanation d'un titre du terrain en litige ni d'aucune partie d'icelui consenti par autorité compétente à aucun des auteurs prétendus de la Défenderesse.

Que les prétendues déclarations de foi et hommage allégués par la Défenderesse sont fausses, erronées, entachées d'erreur, non revêtues des formalités voulues et n'ont pu conférer comme de fait elles n'ont conféré à la Défenderesse ni à aucun de ses auteurs, aucun titre valable pour aucune partie du 30 terrain en litige en cette cause.

Que le prétendu acte de vente du Shérif du 21 janvier 1779, est nul comme n'étant pas d'un immeuble appartenant alors ni possédé unimo domini par les défondeurs dans la cause où il aurait été vendu, et qu'à cette date aucune partie du dit terrain n'appartenait à la dite Défenderesse, et que le dit titre est encore nul comme étant de chose incertaine, d'un immeuble non décrit par tenants et aboutissants, ni par aucune description de contenance.

Que le dit prétendu titre du Shérif et les contrats allégués par la Défenderesse en autant que Sa Majesté peut le constater par les documents publics, les termes des actes, la position des parties et les circonstances qui les entou-40



raient ont bien constitué de la part de leurs auteurs une conspiration et une fraude et des stratagèmes pour dépouiller la Couronne d'une immense quantité de terre qu'elle n'avaient pas concédée à ces personnes, mais que cette tentative a été infructueuse, a constitué pour elle res inter alios acta et que nonobstant Sa Majesté est demeurée propriétaire de tout le terrain en litige.

Que tous et chacun des dits actes sont entachés d'erreur et de fraude, basés sur de fausses données, ne reposent sur aueuns titres et doivent être annulés en autant que Sa Majesté est concernée;

Que le cadastre Seigneurial n'a jamais eu pour effet de concéder des Seigneuries, mais est simplement destiné à règler et déterminer les rapports 10 entre les Seigneurs et les censitaires et n'a pas eu d'autres effet, et que quant au terrain en litige, n'y ayant pas de Seigneur, le dit cadastre n'a eu aucun effet quant à lui.

Pourquoi Sa Majesté conclut à ce que le dit prétendu titre du Shérif et les dits prétendus actes en particuliers allégués par la Défenderesse, en autant quelle y est concernée et qu'ils se rapportent au terrain en litige, soient déclarés illègaux nuls et annulés et qu'en outre les plaidoyers de la Défenderesse soient déboutés avec dépens.

Malbaie, Juin 1884.

O. TAILLON, Proc.-Géneral,

par

(Signé) AMYOT & PELLETIER,

Dûment autorisés.

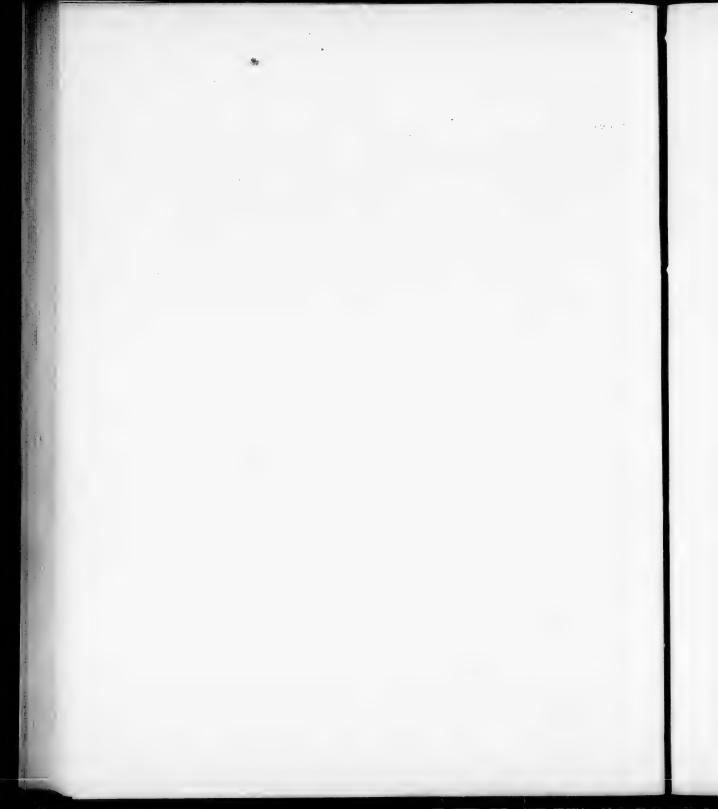
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SPECIAL REPLICATION.

And the Defendants, for special replication to the special answer of the 30 Plaintiff, fyled in this cause, say:—

That as to the grants and concessions therein alleged to have been made by the Crown within the limits of the Seigniory of la terre ferme de Mingan, the Defendants say that the said grants and concessions, if ever made (of which the Defendants are ignorant,) were so made by the Crown by error and mistake.

That at the time when the said alleged grants and concessions were made, the geography of the north coast of the Gulf was imperfectly known to the officials concerned in making the said grants and concessions, and that the said grants and concessions were made in ignorance of the fact that the 40



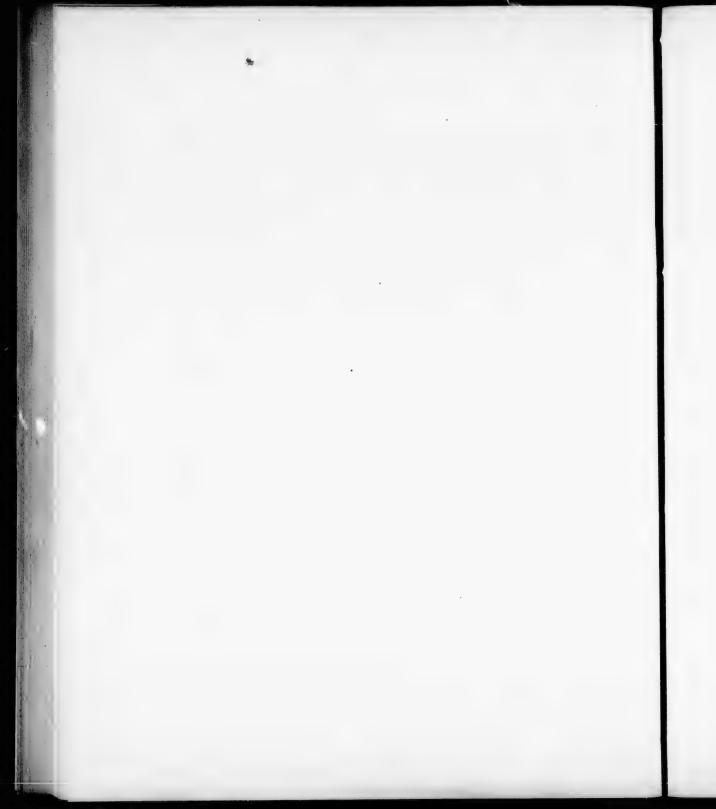
territory to which they referred was within the limits of the said Seigniory of la terre ferme de Mingan

And the Defendants further say, that even if the said grants and concessions were so made, yet that having been made subsequent to the grant and concession of the Seigniory of *la terre ferme de Mingan*, as set forth in the Defendants' plea, they are null and void to all intents and purposes.

And Defendants further say that it is not true, as alleged in the said special answer, that the said François Bissot ever acknowledge that the concession of la terre ferme de Mingan was only a concession of territory from Isle aux Œufs to Seven Islands with the right of hunting and fishing, as alleged 10 in the said special answer; and further deny that the said François Bissot ever abandoned the said concession of la terre ferme de Mingan for any cause or consideration whatever, and further that the said grant was not revoked or annulled by the ordinance of Gilles Hocquart of the 12th May, 1733 as falsely alleged in the said special answer.

And Defendants further say that the Plaintiff in this case cannot, by law, claim any right or title in the territory comprised in the said Seigniory of la terre ferme de Mingan, by reason of anything contained in the said ordinance of the said Gilles Hocquart, or in any order or judgment whatever in respect thereof; inasmuch as the Defendants allege that long after the rend-20 ering of the said judgments and ordinances the Sovereign admitted the right of the representatives and assigns of the said François Bissot as proprietors of the said Seigniory of la terre ferme de Mingan, and exacted, from time to time, the rights of the Crown, in respect of the mutations thereof, and among other things, claimed and obtained payment of the droit de quint upon sales of the said Seigniory, and instituted and took proceedings before the ordinary Courts of Justice of the said Province to enforce payment of the rights of the Crown in respect of the said Seigniory as a Seigniory, and entered into divers acts, compromises and agreements in respect thereof, and more especially upon the sale of a portion of the said Seigniory, made by the Sheriff of the District of 30 Quebec to John Blackwood, Esquire, the deed of sale whereof bears date the 14th day of June, 1808, and on divers other occasions; and accepted the faith and homage of the representatives and assigns of the said François Bissot, in manner and form, and at the several dates and times mentioned in Defendants' plea, and in divers other modes and at divers times between the date of the said concession and the institution of the present action, recognized, directly and indirectly the fact of the existence of the said Seigniory as private property, and the rights of the Defendants and of the auteurs of the Defendants thereto.

Wherefore, the Defendants pray the dismissal of the said special answer 40



with costs, and further pray as in and by their said plea they have already prayed.

Montreal, 10th October, 1884.

ABBOTT, TAIT & ABBOTTS.

Attorneus for Defendants.

DEFENDANTS' EVIDENCE.

10

PRESENT: —THE HONORABLE MR. JUSTICE A. B. ROUTHIER.

And on this fourteenth day of March, eighteen hundred and eighty-five, personally came and appeared the Honorable Jonathan S. C. Wurtele, of the City of Montreal, witness produced on behalf of Defendant, who being first duly sworn, doth depose and say:

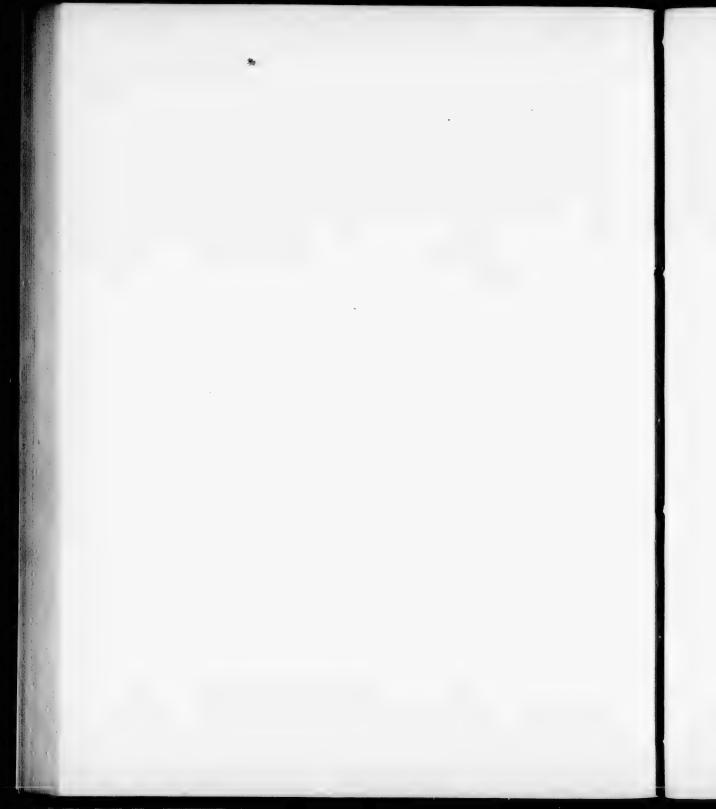
I am not related, allied, or of kin to, or in the employ of any of the parties in this cause.

Question—Please state what position you held in connection with the commission for the commutation of the Seignorial tenure?

Answer-I was the Chief Clerk in the Office of the Commission, at Montreal.

Question—Do you know any thing of the nature of the information obtained by the Commissioners as to the Eastern Boundary of the seigniory of the Terre ferme de Mingan, upon which they based their description of that boundary given in the Cadaster of that Seignory. And state in what your knowledge consist?

Answer—I was requested by Mr. Henry Judah, one of the Seignorial 30 Commissioners to prepare the Cadastres of the Seigniories mentioned in the 10th Section of the Act 19 and 20 Victoria, chap. 53, which included the Seigniory of Mingan, for the purpose of establishing the difference in value of these Seigniories, in consequence of the tenure thereof, having been converted into franc aleu routurier, and the value of the casual dues and other rights of the Crown. I took my information, as to the extent and boundaries of the Seigniory of Mingan or Terre ferme de Mingan, from the Typographical Dictionary of the Province of Lower Canada, of the late Joseph Bouchette, published in London in eighteen hundred and thirty-two, which gave its extent to be "from Cap Cormorant, along the Northern Shore of the 40



"Labrador Channel, to the River Goynish." I attached no importance to the boundaries, as the object we had in view was to establish the amount to be paid by the owners to the Crown, as an indemnification for the loss of its Seigniorial Rights in consequence of the abolition of the Seigniorial tenure.

Question—Did you make any other inquiry or examination to ascertain the Eastern Boundary of the Seigniory, or was any made before the Cadastre you prepared was adopted?

Answer—I think, in the best of my recollection, that I spoke to some persons in Montreal, whom I thought would have had some knowledge of the Seigniory, but they could give me no information, and I decided to abide ¹⁰ by the information which I had obtained in Mr. Bouchette's work. Mr. Judah signed the Cadastre after reading it, without taking any steps to ascertain or verify the Eastern Boundary.

(CROSS-EXAMINED.)

Question—Do you know from whom Mr. Bouchette himself had his ininformation?

Answer-No, I do not.

Question—And you consulted no other document than that book?

Answer—I also looked at a small work compiled by William Vondenvelden and Louis Charland (of which an extract is fyled in this case), but at that time I did not know that there was any difference between the River Goynish and La Grande Anse vers les Esquimaux où les Espagnols font ordinaire-

ment leur pêche.

Question—The description given under the head "title" by Mr. Bouchette and the one given by Mr. Vondenvelden are identical, are they not? And both refer to Régistres des foi et hommage, No. 78, folio 355?

Answer—Yes, and both refer to the Régistres des foi et hommage, No. 78, folio 355.

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Question—Did you then refer to the Régistres des foi et hommage in question ?

Answer-No.

Question—And you were not aware then that that acte de foi et hommage was not signed by the Governor?

Answer—No. I was not. I see the original Register containing this acte de foi et hommage for the first time to day.

Question—When you had prepared the Cadastre, did Mr. Judah make any search to verify the titles or extent of the Seigniory?

Answer-No. He did not. He trusted entirely to me in the matter. 40

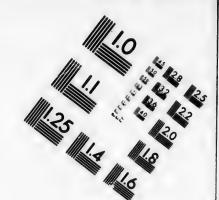
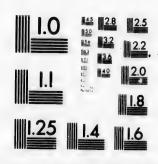


IMAGE EVALUATION TEST TARGET (MT-3)



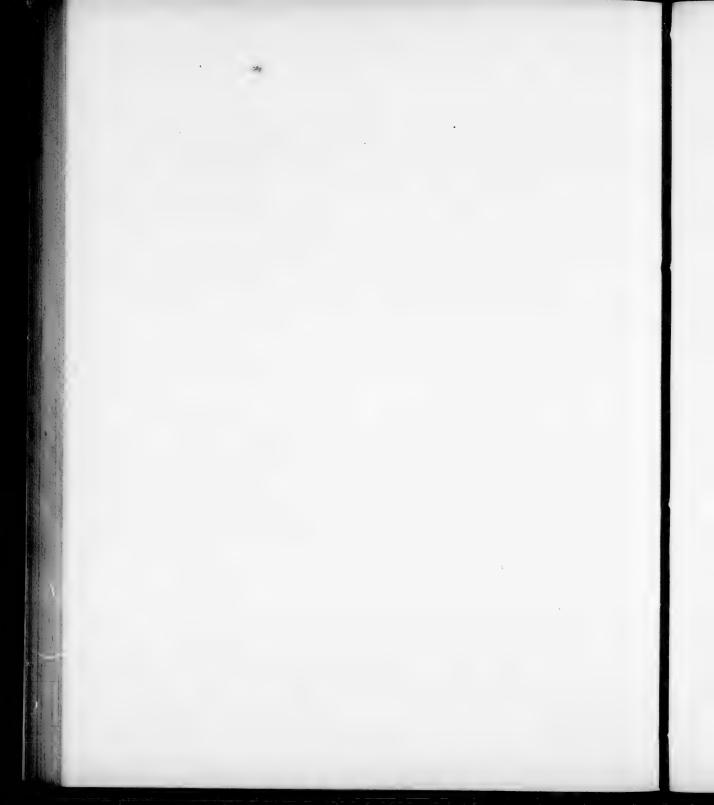
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Photographic Sciences Corporation

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STILL ESCHILLE





Question—What was your object in making out the figures that appear in the Schedule of the Cadastre aforesaid?

Answer—As the Seigniory was one of those mentioned in the Statute I have referred to as being unsettled and in the possession of the owners, the object of making the Cadastre was to ascertain and establish its value and the amount to be paid to the Crown for the loss of its Seigniorial rights. The indemnity for the loss of the droit de quint was established by taking the average of the receipts of twenty-five years capitalizing such average and then dividing such average and capital among the whole of the Seigniories according to their respective value as ascertained in the respective Cadastres thereof. For 10 this purpose the value of Mingan was fixed by me at ten cents an arpent. I took that figure as a nominal price as the Seigniory was not settled.

And further deponent saith not, and this his deposition having been read over to him, he declares the same to contain the truth, persists therein and hath signed.

(Signed) J. S. C. WURTELE.

Sworn before me at Quebec this 14th March, 1885.

(Signed) H. FREDETTE.

Dep. P.S.C.

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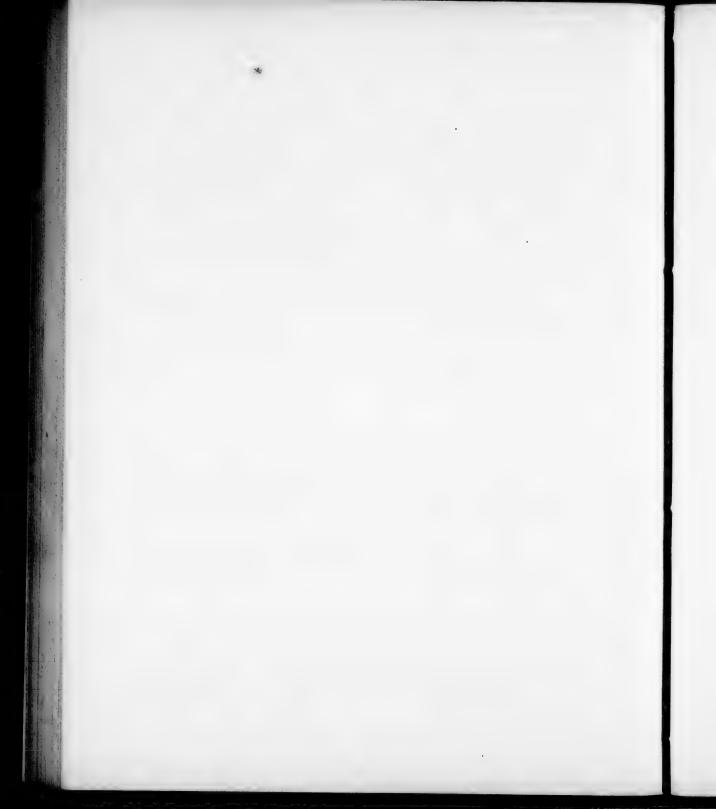
CONSENT AND ADMISSION OF PARTIES.

In order to save costs and expense and to procure a decision of this cause upon a fair and equitable basis, and for the purpose of avoiding the difficulties arising from lapse of time; the parties respectively admit and consent as follows—

THE PLAINTIFF AND DEFENDANTS ADMIT:

30

- 1. That the several Exhibits fyled by the Plaintiff and by the Defendants, whether certified or not are true copies of the originals of which they purport to be copies; and it is consented that each of them shall be received in lieu and stead of the said originals, and shall have the same effect as said originals would have if produced,
- 2. The Plaintiff and Defendants consent that reference be had in this cause to all books of history, biography, geography and travels, and to all published maps and to all maps, plans, blue books, reports and official documents issued by the Departments of the late Province of Lower Canada, or by 40



the Departments of the late Province of Canada, or of the Dominion of Canada, and all the printed Cadastral Reports of the Commissioners under the Seigniorial Tenure Act of 1854, applicable thereto, provided said books, maps, maps, reports and documents be fyled in the cause, or quoted at the argument said books, maps plans, reports and documents to be received in evidence with such weight and of such value as to the Court shall deem just.

3. The Plaintiff admits that Defendants' Exhibit No. 1, is a copy of a list of the Seigniories of the Province of Quebec prepared by the late Christopher Dunkin, Esquire, Queen's Counsel, afterwards Judge Dunkin, and submitted to the Seigniorial Court under the Seigniorial Tenure Act of 1854.

4. That Defendants' Exhibit No. 7A is a true extract from a work of William Vondenvelden, Assistant-Surveyor of the Province of Lower Canada, and Louis Charland, Deputy Provincial Surveyor, published at Quebec in 1803, and entitled "Extraits des titres des anciennes concessions de terre en fiefs et seigneuries dans le Bas-Canada," being a copy of the title page thereof and of the descriptions amongst others of the Seigniories of Terra Firma of Mingan, and of the Isles and Islets of Mingan.

5. That the original deeds of lease and sale, Defendants' Exhibits Nos. 12 & 44, were duly executed by the parties whose names they bear, and that their signatures are genuine, and that the several lessees of the property in 20 question, possessed the said property under the different leases fyled in this cause according to their terms.

6. That Plaintiff's Exhibit B. is produced only to indicate some of the pretensions of the parties, and not as a true copy of Bayfield's map, and that the last map annexed to Mr. Bouchette's Report also contains Plaintiff's pretensions or some of them as to divers concessions made by the Crown, which indications are not to be found in Bayfield's original map.

Malbaie, 14th March, 1885.

ABBOTT, TAIT & ABBOTTS,

Attorneys for Defendants.

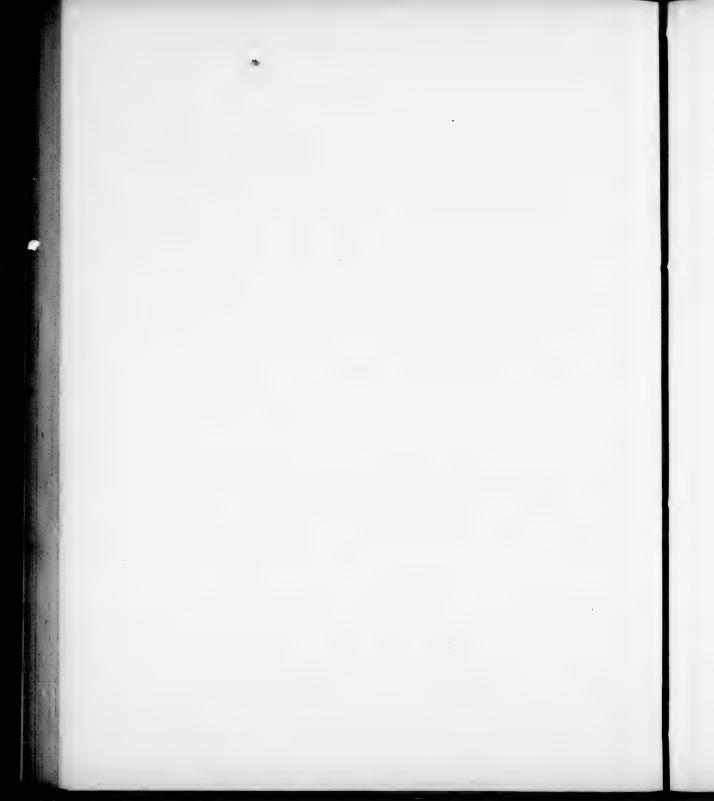
AMYOT & PELLETIER,

For the Atty.-General.

CONSENTMENT A LIMITATION D'ISSUE.

Les parties en cette cause déclarent et consentent comme suit :-

1. La présente instance est exclusivement liée entre Sa Majosté et "The Labrador Company."



2. Tous les documents produits, toute la preuve faite, tous les papiers du dossier sont censés faits, produits, endossées et concerner exclusivement l'issue entre Sa dite Majesté et la dite Compagnie, et sont admis comme tels ; quels que soient leurs entêtes et leurs endos (and the Plaintiff desists from the conclusions of the present action against the other Defendants without costs) et Sa Majesté abandonne les conclusions de la présente cause contre les autres Défendeurs sans frais.

Malbaie, 9 janvier 1884.

J. A. MOUSSEAU, Proc -Général, 10
Par Amyor & Pelletier,
Dûment autorisés.

We consent:

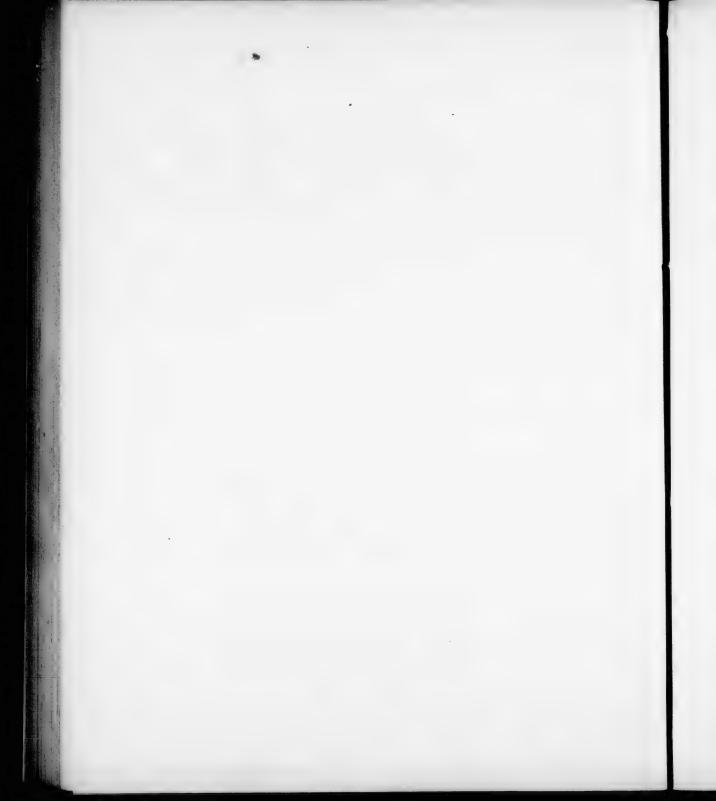
ABBOTT, TAIT & ABBOTTS, Attys. for the Labrador Co. and other Defdts.

LIST OF EXHIBITS PRODUCED BY THE LABRADOR COMPANY, ARRANGED IN CHRONOLOGICAL ORDER.

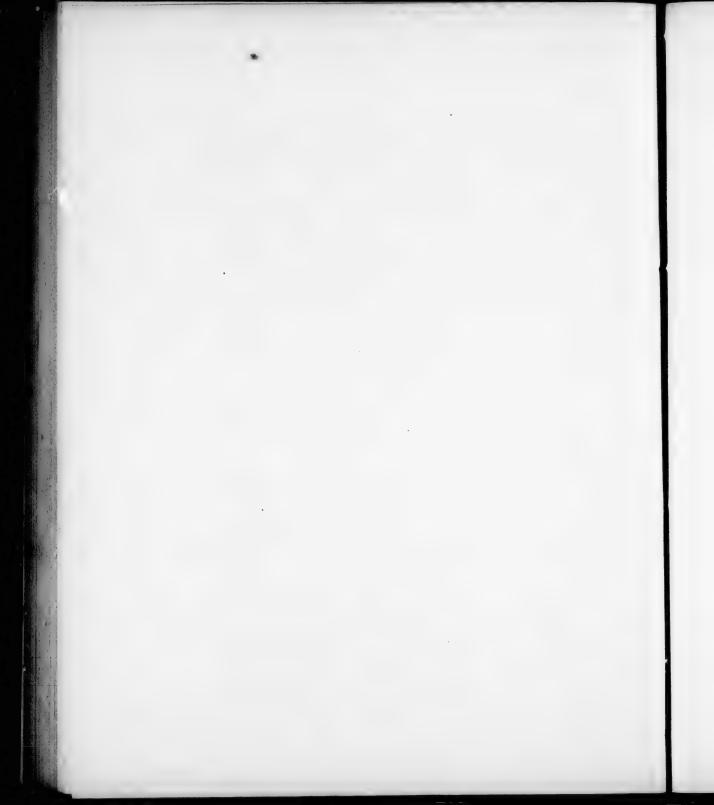
1679 March 10-Authentic copy of the concession by the French

30

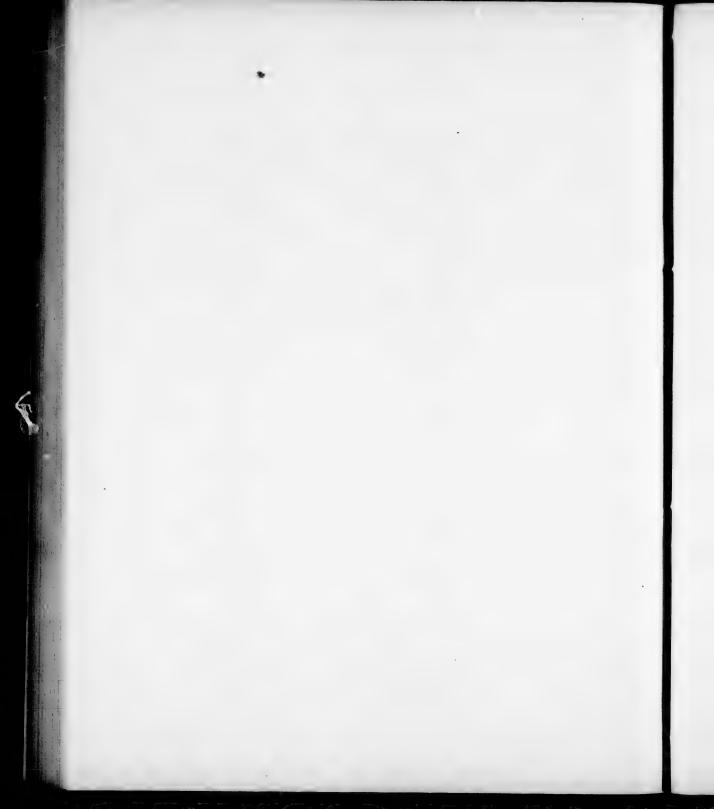
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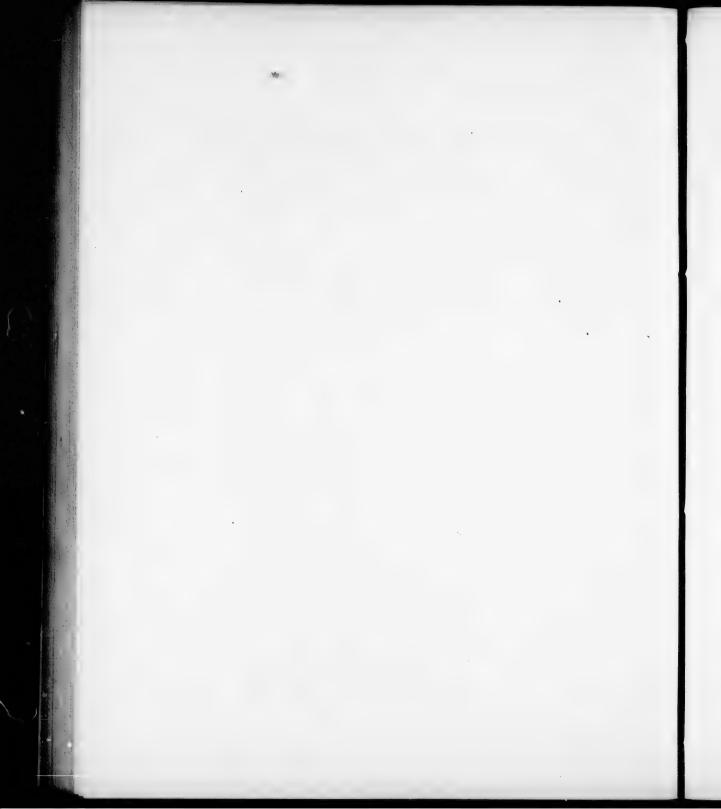
Crown of the Seigniory of les isles et islets de Mingan, to Sieurs Jacques Lalande et Louis Jol- liet, as entered in the Registres de foi et hom- mage dated 10th March, 1679, and certified by	•	
the Deputy Commissioner of Crown Lands	No. 36.	
1684 March 9 -Copy of a certificate of Duchesneau late Intend-	•	
ant, of the burning of certain papers in a fire on	1	
the 4th and 5th of August, 1682, as entered in	ı	
Liber A. Imperial Commissions, folio 220 archi-	•	
ves of the Dominion of Canada. Certified by L. A	. 37 0	10
Catellier, Deputy Registrar General of Canada	No. 3.	
1688Fac-simile copy of a part of a map in the Library	r	
of Parliament at Ottawa, entitled "Carte de	3	
l'Amérique Septentrionale, par Jean-Baptiste	,	
Louis Franquelin, en l'année 1688." Certified by	r	
L. P. Sylvain, Deputy Librarian of the Library	N 50	
of Parliament at Ottawa	, No. 58.	
1688Fac-simile copy of a map in the Library of Par		
liament at Ottawa, entitled: "Carte de la partic	3	
orientale du Canada ou de la Nouvelle-France	,	20
par le P. Coronelli, 1688." Certified by L. P		
Sylvain, Deputy Librarian of the Parliament a	No et	
Ottawa	. No. 01.	
1702 Oct. 17 -Authentic copy of grant to Legardeur, dated	1	
1702. Certified by the Deputy-Provincial Re		
gistrar G. 1	. No. 25.	
1703 —A map styled "Carte du Canada, par Guillaum	9	
de l'Isle, premier Géographe du Roy," publishe		
at Paris in 1708	. No. 21.	
1704 —Copy, certified by the Keeper of the Archives de		30
Colonies of the "Mémoir du voyage qu'a fait le		
Sieur de Courtemanche à la coste des Esquimaux		
depuis Kegasca jusqu'au havre St. Nicholas,	N . 00	
date, about 1704		
1709 July 10 —Authentic copy of a sale by Bissot de Vincenne		
to François Brissonet of his interest in the Seig		
niory of Terra Firma de Mingan, dated July 10		
1709, and certified by the Prothonotary of th	No. 16	
Superior Court, Montreal		
1781Fac-simile copy of a map in the Library of Pa	1-	4



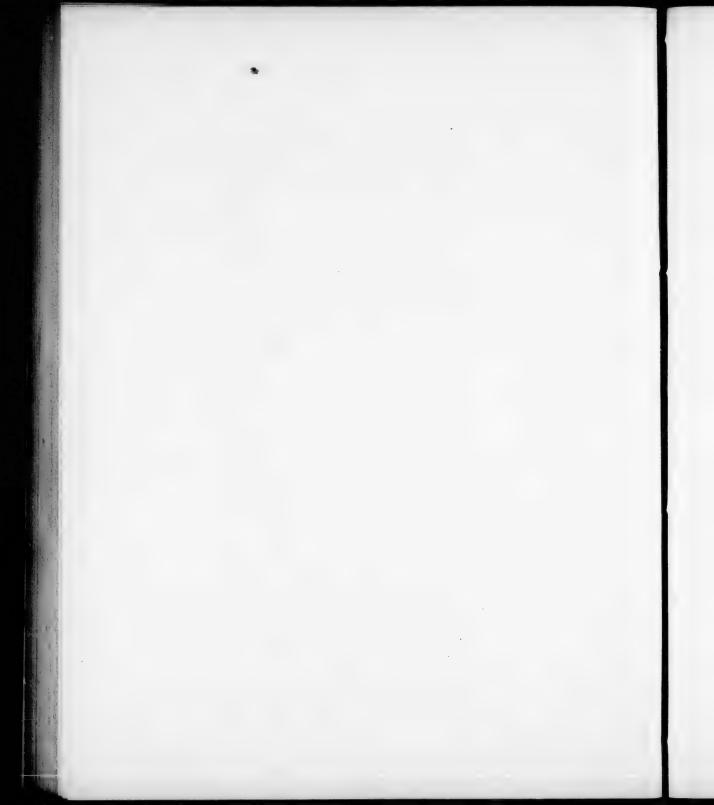
liament at Ottawa, entitled: "Carte de cette par tie du Pays depuis la Baie d'Hudson à l'Oues jusqu'à Mingan à l'Est, par le P. Laure, 1731. Certified by L. P. Sylvain, Deputy Librarian o	of
the Library of Parliament, at Ottawa	r- a- r-
rary of Parliament, at Ottawa	a e
cause instituted on the 26th September, 1732, be tween Pierre Cartier, Adjudicataire-Général des Finnes Unies de France et du Domaine d'Occident, au the heirs of François Bissot Sieur de la Rivièr in which the pretensions of the Farmer-General declares that if the he	er- nd e ; ral ch
abandoned their claim from Isle aux Œufs, practically admits the rights of the he to the Seigniory of Mingan from the Riv Moisy, Eastward; with the provisional conse of the heirs to the reunion to the Crown Dome of the coast, West of Cape Cormorant; the ceptance of that consent and the judgment r	he 20 irs ver ent ain ac-
dered by the Intendant thereon. The judgm is reported in the Edits et Ordonnances, May, 176	ent 88 A. 1
"Carte du Domaine du Roy en Canada," Father Laure, a Jesuit, dated Versailles, 1' and dedicated to Monseigneur le Dauphin, a certified by the Custodian of the Original in Dépôt des Cartes et Plans at Paris	788, and the
1733—Authentic copy, certified by the Custodian the Colonial Archives of France at Paris, of official summary of two petitions of Fran Bissot, fils, for himself and co-heirs of Fran Bissot de la Rivière, presented in 1733, to M	n of f an çois cois Ion-
seigneur le Comte de Maurepas, Ministre et S	Secré- 40



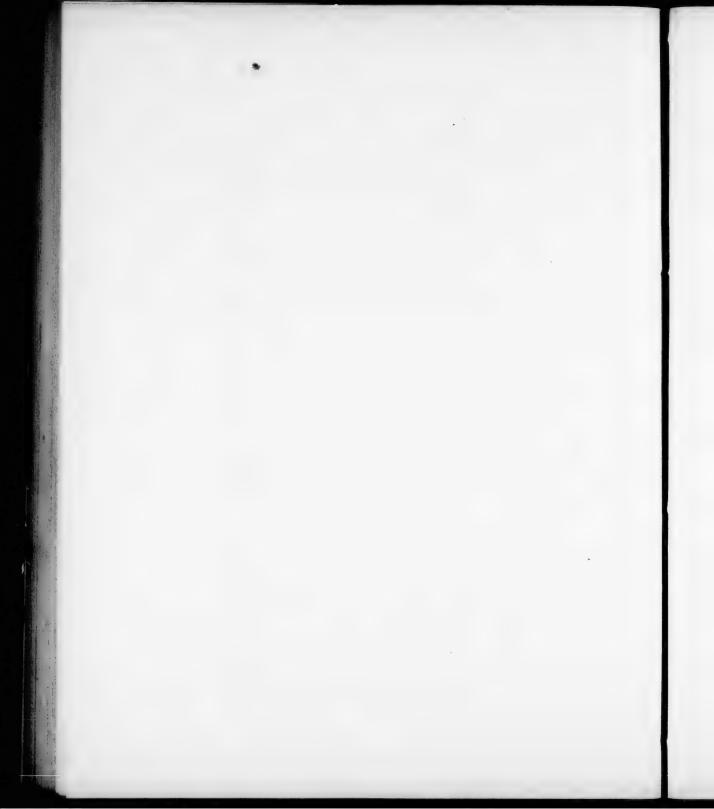
t	aire d'Etat, asking for confirmation of their title		
1	to the remainder of the Seigniory of Terra Firma		
	le Mingan, after the abandonment to the Farmer-		
	General under the above judgment, of the por-		
	ion of the Seigniory of Mingan, East of Cape		
	Cormorant; with copies of the said petitions		
	annexed thereto, also duly certified	A. 3.	
4500 M 10	Authentic copy of an ordinance between the Di-		
1733 May 12 —	rector of the Royal Domain, and Messrs. Bissot		
	and La Gorgendière, and their co-heirs, dated the		10
	12th May, 1783, and certified by John Langelier,		
	12th May, 1788, and certified by John Eangeres,	55	
	Deputy Provincial Registrar	.,0	
1734 —	Blue book containing correspondence in 1734,		
	relating to the Seigniorial Tenure and correspon-		
	dence between the French Government and the		
	Governors and Intendants of Canada, relating		
	to the Seigniorial Tenure req'd by an address of	14	
	the Legislative Assembly, 1851	1-4	
1736 March 15-	-Authentic copy of lease of the Seigniory of Min-		.30
	gan, before Beaulet, N. P., dated 15th March,		20
	1736, from François Bissot et uxor, to L. V. Dau-		
	debourg and wife, certified by the Prothonotary		
	of the Superior Court, Quebec	26	
1738 April 9 -	Authentic copy, certified by the Custodian of the		
	Colonial Archives of France at Paris, of a letter		
	dated the 9th April, 1738, from M. le Comte de		
	Maurepas, Minister of Colonies at Versailles, to		
	the Marquis of Beauharnois and M. Hocquart,		
	then respectively Governor and Intendant, di-		
	recting them to report to the heirs Bissot for the		- 30
	issue of a brevet confirming them in their right		
	of property, possession and enjoyment of the land		
	remaining to them after the abandonment of the		
	Western portion under M. Hocquart's judgment,		
•	and also of a second letter from M. de Maurepas		
	to the Governor and Intendant, dated 21st April,		
	1789, acknowledging the receipt of their report,		
	declaring that although M. Bissot was unable to		
	produce the original grant, yet, that as it appeared		
	by the extract from the terrier of the Compagnie		40
	by the extract from the territor of the compagnitude		241



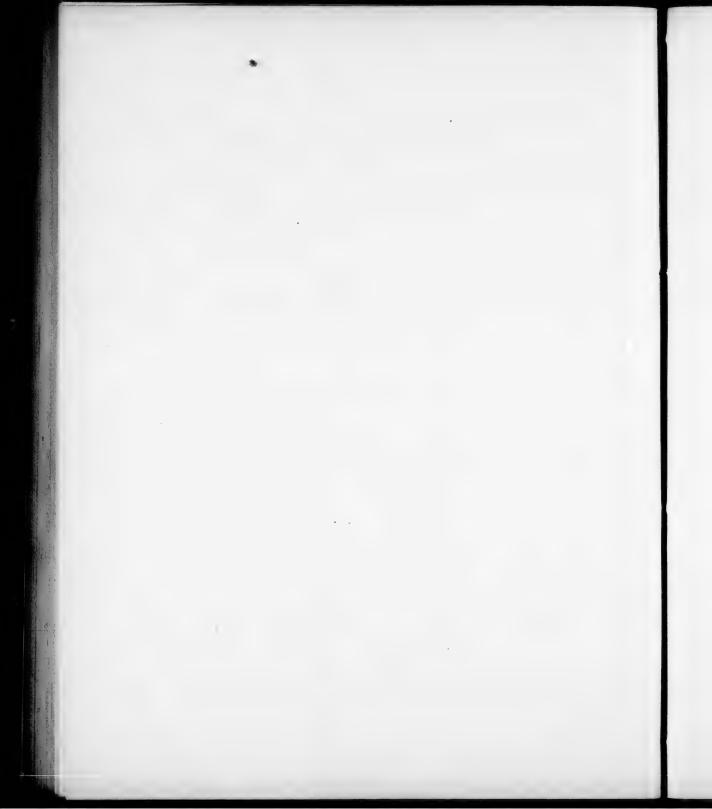
des Indes Occidentales, that Sieur Bissot, père from that Company, the land in question a gneurie, and that he and his representative since occupied it without any disturbance extent of about one hundred and fifty lea he had determined to advise that they show confirmed in the possession of part of that exand that the King had agreed that they sienjoy the extent of coast between the bour of the Crown Domain, (Cape Cormorant) and boundary to the concession to Sieur Lafon etc., etc.	en sei- s had for an gues, ald be xtent, hould andary d the 10 taine,
1744	New origi- çineer dated
1753	ouillé, aarine, , pub-
1766 Oct. 4 —Copy of the Acte de Notoriété passed before guinet and his colleagues at Quebec, on the October, 1766, to prove the loss of the title of François Bissot de la Rivière, by fire at Quebec on 5th January, 1713, as recorded in Liber Aperial Commissions, folio 198, archives of Dominion of Canada. Certified by L. A. Clier, Dep'y Reg'r Genl of Canada.	e San- e 4th leeds tebec, A, Im- f the Catel-
1769 Dec. 4 —Authentic copy of an act of cession of his in the Seigniory of Terra Firma of Mingan, Antoine Belcourt de La Fontaine to An Grisé, before Hautraye, Notary Public, 4t cember, 1769. Certified by the Prothonote	from atoine h De- ary of
the Superior Court, Montreal	e Sei- , from



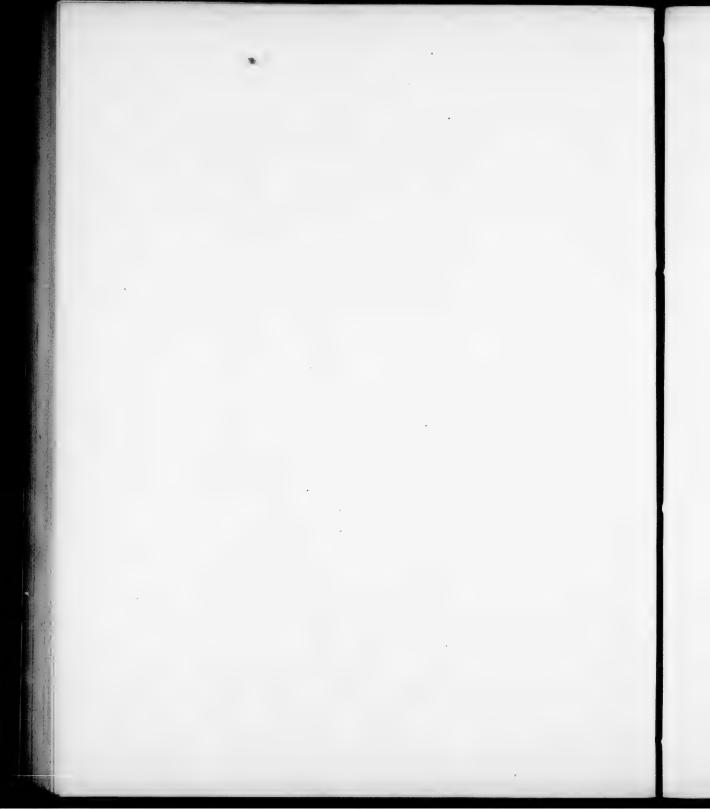
		fied by the Prothonotary of the Superior Court,		
		Quebec	49	
1550	T 1	-Authentic copy of a deed of sale before Panet		
1772	June 18	and his colleague, N. P., from Dame Marie Bissot,		
		of one quarter of the Seigniory and posts of Min-		
		of one quarter of the Seignfory and posts of Min		
		gan to Thomas Dunn, dated 1st June 1772, and		
		certified by the Prothonotary of the Superior	37	
		Court, Quebec	91	
1771	Feby.	5 -Authentic copy of an act de foi et hommage for	20	10
		the fief and Seigniory of Belœil	63	10
1774	Nov. 2	3 -Authentic copy of sale by Dame Louise Thérèse		
		Fleury de Lagorgendière, marquise de Vaudreuil,		
		of her rights in the Seigniory of Terra Firma of		
		Mingan, to Michel Charretier de Lotbinière be-		
		fore d'Auteuil and his colleague, notaries, at the		
		Chatelet in Paris, 23 November 1774	78	
4 10 100	Da., 9	a the desired in the Count of		
1778	Dec. 3	Common pleas at Montreal, on 3rd December,		
		1779, in a case between Gabriel Elzéar Tasche-		
		reau, et al., and Michel Charretier de Lotbinière,		20
		reau, et al., and Michel Charrettel de Lotolinico,		
		granting a retrait lignager in favour of the		
		former of certain properties and amongst others		
		of interests in the Seigniory of Terra Firma de	71	
		Mingan. Certified by the Prothonotary	11	
1777	Nov. 2	-Authentic copy of a Notarial Act of cession before		
		Panet and his colleague, N. P., by Dlle. Belcourt		
		de Lafontaine to Hon. Thomas Dunn, of all her		
		rights in the Seigniory of Terra Firma of Min-		
		gan, dated 26th November, 1777, and certified by		
		the Prothonotary of the Superior Court, Quebec	29	30
1779	Jan. 2	6 -Authentic co. v of cession by Gabriel E. Tasche-		
2110	.,	reau to William Grant of his rights in the Sei-		
		gniory of Terra Firma de Mingan, dated 26th jan-		
		vier 1779	65 (a)	
1781	May 2			
1.191	Mary 2	les Fiefs et Seigneuries des îles et îlets de Mingan de		
		l'Ile d'Anticosti et de la terre ferme de Mingan, by		
		François Joseph Cugnet, and others before Fre-		
		derick Haldimand, Governor-General of the		
		Province of Quebec, dated 28th May, 1781, taken		40
		Province of Quebec, dated 25th May, 1151, taken		7,,,



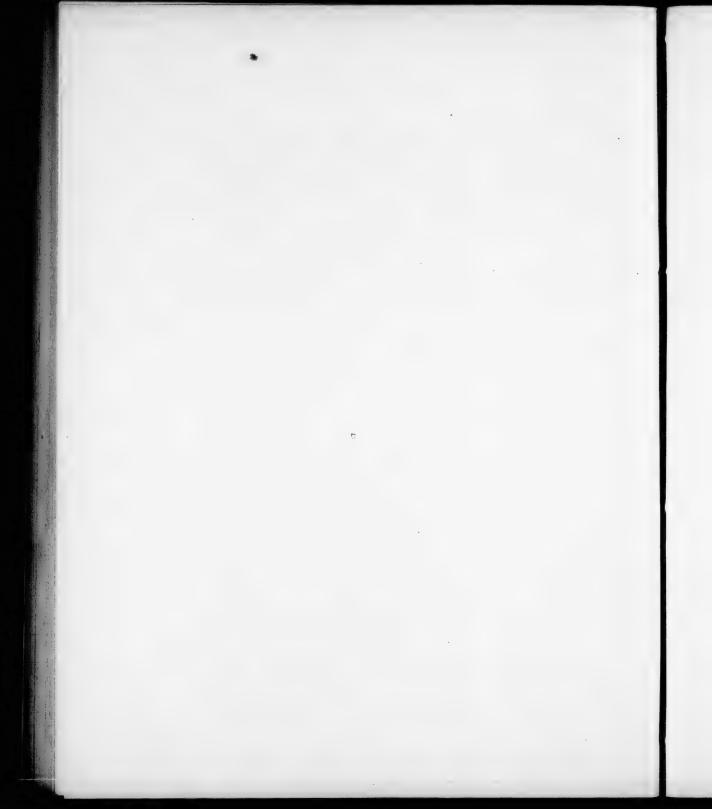
		from the Register des foi et hommage in the Crown Lands Department of the Province of		
		Quebec, and certified by the Deputy Commis-		
		sioner of Crown Lands	6	
1781	Oct. 12	-Authentic copy of deed of sale before Panet		
		and colleague, N. P's., by François Belcourt de		
		Lafontaine of his rights in the Seigniory of terre		
		ferme de Mingan to François Cugnet, dated 12th		
		October, 1781, and certified by the Prothonotary		
		of the Superior Court, Quebec	28	10
1784	Feby 17	-Authentic copy of a notarial deed of sale before		
		Dartigny and his colleague, from Nicholas G.		
		Boisseau, et al., (heirs Bissot), to Hon. Thomas		
		Dunn, et al., of their rights in the Seigniory of la		
		terre ferme de Mingan, dated February 17th,		
		1784, and certified by the Prothonotary of the		
		Superior Court, Quebec	30	
1701	1 mm 4!	-Authentic copy by Dartigny, N. P., dated Quebec	30	
1104	Aug. 6	6th August, 1764, of the acte de dépot made by		
		the Hor. Wm. Grant, of a deed of sale in English		20
				20
		form from the Sheriff of the District of Quebec to		
		said Wm. Grant, of Charles Jolliett's share in the	00	
		Seigneurie of Terra Firma de Mingan	33	
1786	Jan. 18	-Authentic copy of Act of cession, Cugnet to		
		Stuart, et al., 18th January 1786, of all his rights		
		in the Seignory of la terre ferme de Mingan.		
		Certified by Duchesneau, N. P	34	
1788	May 15	-Authentic copy of an act of cession by Joseph		
		Belcourt de Lafontaine to Matthew Lymburner,		
		of all his rights in the Seigniory of la terre ferme		30
		de Mingan, dated Quebec 15th May, 1788, and		
		certified by the Prothonotary of the Superior		
		Court Quebec	64	
1789	Dec. 12	-Authentic copy of a deed styled acte d'accord		
.,		et conventions entre l'Honorable Wm. Grant		
		et Peter Stuart passed before Stuart and Duches-		
		neau, N. P., dated 12th December, 1789, and certi-		
		fied by the Prothonotary of the Superior Court,		
		Quebec	35	
1790	Nant 95	-Copy of a letter from Messrs. Holland and Col-	.,,,	40
1100	D C D to 40	Copy of a terrer from war sole, fromound and Cor-		-11



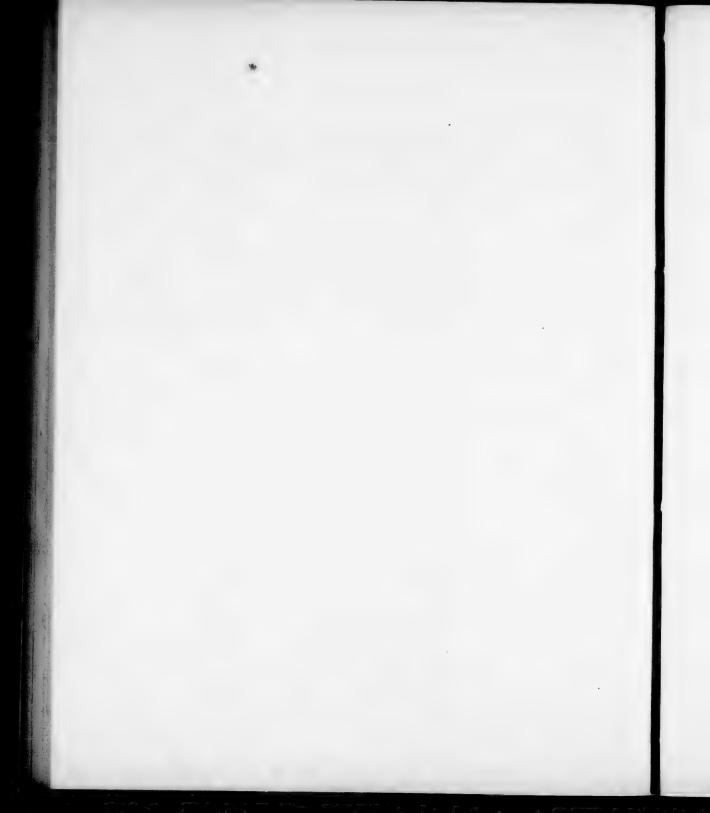
	lins the Surveyor-General and Deputy-Surveyor- General to the Honorable Chief Justice William Smith, as president of the Committee of the Le- gislative Council charged with reporting on the tenures of Lower Canada and referring to a list of Seigniories prepared by the same gentlemen in 1790, as contained in a report laid before the		
	Legislative Assembly in 1851, entitled Pièces et Documents relatifs à la tenure seigneuriale de- mandée par une addresse de l'Assemblée Législa	-0	10
1797 May 1st	Last will and testament of the late Peter Stuart, Esquire, dated 1st May, 1797, in English form	72	
	with probate thereof. Certified by the Protho- notary, Superior Court, Quebec	65	
1801 Aug. 5	-The last will and testament of the late Thomas Dunn, in holograph form dated 5th August 1801, with probate thereof. Certified by the Protho-	67	
1803	Canada, made by order of the Provincial Government by William Vondenvelden, lately Assistant-Surveyor-General and Louis Charland, Land Surveyor. Certified by the Assistant-Keeper of the Department of Maps in the British Museum Extracts from a book entitled "Extraits des titres	01	20
	des anciennes concessions de terre en fief et Sei- gneurie dans le Bas-Canada, by William Von- denvelden, lately Assistant Surveyor-General, and Louis Charland, Land Surveyor, published in Quebec, 1808, containing the title page, and the descriptions of the Seigniories of la terre ferme		30
1803 Sept. 9	de Mingan and les îles et îlets de Mingan —Authentic copy of a notarial lease of the Sei- gniory of Terra Firma of Mingan, by Wm. Grant and others to Messrs. McTayish Frobisher & Co.	7 (a)	
1805 July 8	before J. J. Beck, notary public, dated 9th Sept. 1808 1—Copy of a list of Seigniories in the Province of Quebec, prepared in the Surveyor General's	10	40
	duoned brebutta and part of a contract		



			Office in 1805 and certified by the Deputy Com-	70	
1005	A	-	missioner of Crown Lands	•0	
1805	Aug.	1	Copy of an opposition by the Attorney-General		
			for the mutation fine on the sale of a share in		
			the Seigniory of Terra Firma de Mingan by the		
			Sheriff in a cause in the Court of King's Bench		
			wherein Ralph Rosslewin, et al., were Plaintiffs,		
			and Matthew Lymburner et al., were Defendants.		
			Certified by the Prothonotary of the Superior	10 ()	
			Court, Quebec	46 (a)	10
1805	Oct.	1st	-Copy of Sheriff's return to above case. Certified		
			by the Prothonotary of the Superior Court,	4.2 (4)	
			Quebec	46 (b)	
1806	Feb.	1st	-Authentic copy of deed of reference before J. H.		
			Plante, and his colleague, Notaries, between the		
			Honorable Thomas Dunn, Matthew Lymburner,		
			Esquire, John Willis Wolsey and the Honor-		
			able Jonathan Sewell, Attorney-General where-		
			by it was agreed that the latter should with-		
			draw his opposition above mentioned, and that		20
			the amount of quint should be determined by re-		
			ference to Jean Antoine Panet, Esquire, Advo-		
			cate; the award of said Panet, under said deed		
			of compromise, dated Quebec, February 1st, 1806.	47	
1808	Feby	7. 22	-Office copy of Sheriff's deed of 15 shares in the		
	·		Seigniory of Mingan, to John Richardson, dated		
			22nd February, 1808	48	
1808	Apl.	30	-Deed of sale in English form, from James Shep-		
	•		pard, Esq., Sheriff of the District of Quebec, to		
			the Hon. John Richardson and others of the Sei-		30
			gniory of the Isles et Islets of Mingan in a suit		
			in the Court of King's Bench, wherein Patrick		
			Langan, Esquire, was Plaintiff, and John Richard-		
			son, in his quality of Curator of the estate of the		
			late William Grant was Defendant, dated the		
			80th day of April, 1808	56	
1808	Apl	30			
2500			bec, of fishing stations on the North Shore of the		
			Gulf, 80th April, 1808	24	
808	Inn	0 14	-Copy of a deed of sale by the Sheriff of the Dis-		40
000	11 0010	4.4			



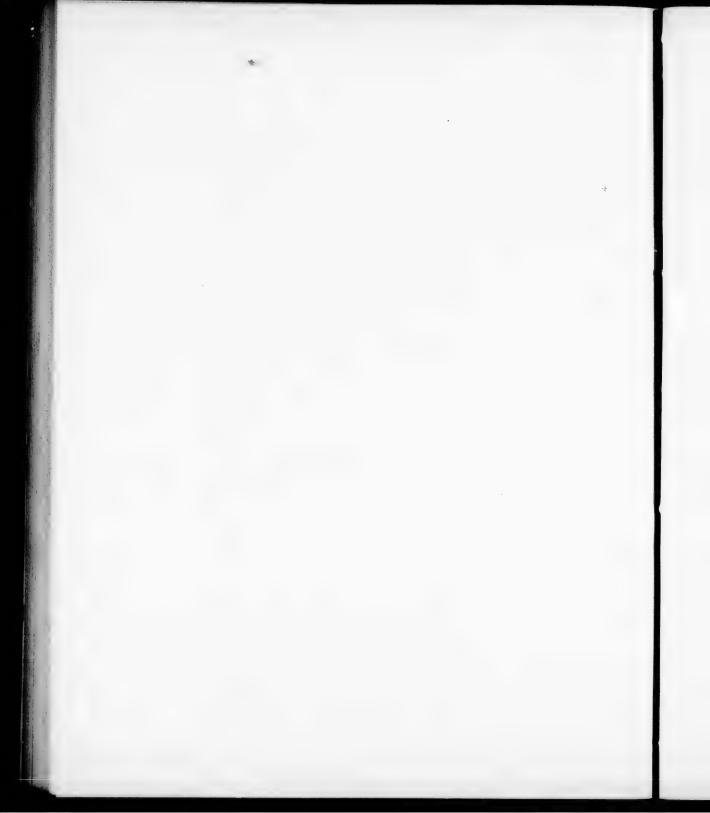
trict of Quebec, to Blackwood, of one undivided half of the Seigniory of Mingan, dated 14th June, 1808, containing a receipt by Henry Caldwell,	
Esqr., Receiver-General for Lower Canada, of £229.2.6, being the mutation fine or droit de	
quint upon said sale and certified by the Deputy Registrar General	25
1805 Fac-simile copy of the North-East part of a map	-
of the Provinces of Upper and Lower Canada, by	
Joseph Bouchette, published by W. Faden, Lon-	10
don, 1815. Certified by L. P. Sylvain, Deputy	
Librarian, of the Library of Parliament, at Ot-	59
tawa	00
1819 July 23 —Exemplification of will of the late John Black-wood, Esq	(a)
1823 March 14—Deed dated 14th March 1823 from Executor of	, ,
late John Blackwood to John Greenshields et al.,	
of his interest in the Seigniory of Terra Firma de	
Mingan	(b)
1828 Dec, 9 —The last will and testament of the late Andrew	20
Weir, Esquire, dated 9th December, 1823, in	
English form, with probate thereof. Certified by the Prothonotary, Superior Court, Quebec	66
1825 June 13 —Copy of original lease sous seing privé, certified	
by a public Notary ree'd by the Lord Mayor of	
London, from J. Stuart and others to the Hud-	
son's Bay Company of the Seigniory of Terra	
Firma of Mingan, dated 13 June, 1825	11
1826 June 28 —Authentic copy of a notarial deed of conveyance,	
before Lindsay and McPherson, N. P., from Alex-	30
ander to John Greenshields, of an undivided one third of an undivided one quarter of the Sei-	
gniory of Terra Firma de Mingan, dated 28th	
June, 1826, and certified by the Prothonotary of	
the Superior Court, Quebec	32
1828 May 31st -Authentic copy of probate of will of late Thomas	
Weir. Certified by the Prothonotary of the Su-	
perior Court, Quebec	31 (a)
1828 Nov. 8 —Authentic copy of a notarial deed of conveyance,	
before McPherson, N.P., an undivided quarter of	40



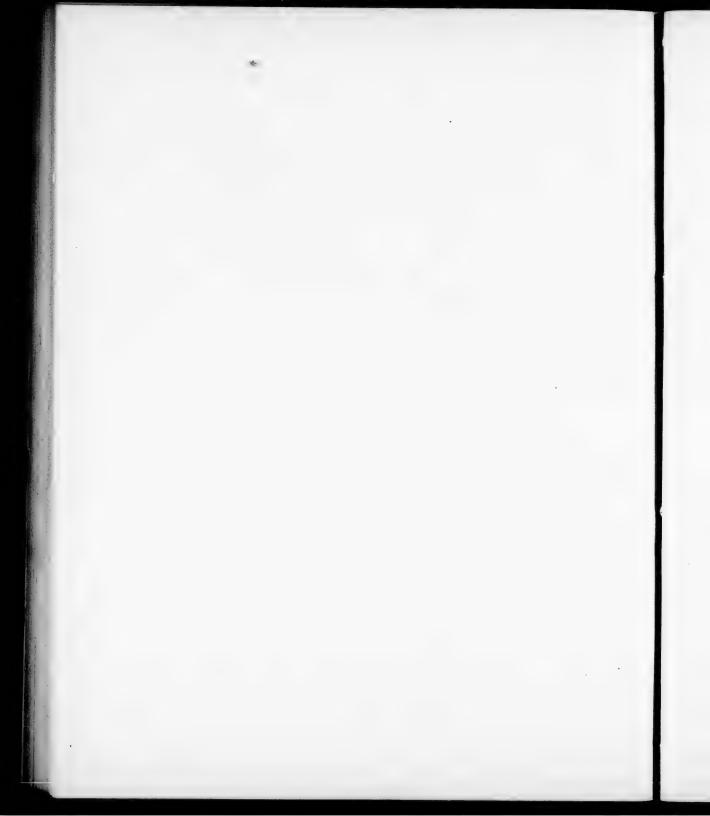
	Seigniory of Terra Firma de Mingan, from John Weir, et uxor to Thomas Weir, dated 3rd November, 1828, and certified by the Prothonotary of the Superior Court, Quebec	31	
1829 March 10	D—Blue Book dated 1829, containing the report of the Special Committee on roads and other inte- rior communication 10 March, 1829, printed by order of the House of Assembly, and containing a Map styled, "Figurative plan exhibiting a bird's eye view of the St. Lawrence and its principal		10
1887 Ju - 7	tributary streams by William Saxe, P L. S.," intended to illustrate the said report	19	
1837 Aug. 3	7 June, 1837. Certified by the Prothonotary of the Superior Court, Montreal	77	
1837, Oct. 9	gniory of Terra Firma de Mingan, dated 3rd August, 1837 —Authentic copy of an "Acte de foi et hommage,"	(c)	20
	from James Greenshields, and others before the Earl of Gosford, for one quarter of the Seigniory of Mingan, dated the 9th October 1837, and cer- tified by the Deputy Commissioner of Crown		
1837 Oct. 9	Lands —Authentic copy of "Acte de foi et hommage" of same date by Mary Stuart et al., for one quarter of the said Seigniory Certified by the Deputy	13 (a)	
1842 July 13	Commissioner of Crown Lands	13 (b)	30
1848 Sept. 14	18th July, 1842 Last will and testament of the late Thomas Dunn, in English form with probate thereof	12	
1851	dated 14th September, 1848. Certified by the Prothonotary, Quebec	68	40



blée Législative, 1851, Québec, Imprimerie de E.		
R. Fréchette, 1852	73	
1852 Copies of list of Seigneuries in Lower Canada		
prepared by the late Judge Dunkin	1	
1853Large map of Canada by Joseph Bouchette Esq.,		
Surveyor-General, dated 1853	20	
1853 under 16 -Copy of a map in the office of the Department of		
Vic. Crown Lands, Province of Quebec, prepared and		
compiled by G. G. Dunlevie, P. L. S., DD., in or		
about the year 1853	51	10
1853 —Atlas containing maps of the Counties in Up-		
per and Lower Canada, laid before the Legisla-		
ture of the Province of Canada, in the year 1853,		
by the Crown Lands Department	52	
1857 —Official Collection of Maps styled "Appendix		
to Report of Commission of Crown Lands, Part II,		
1857 issued by the Honorable Joseph Cauchon,		
Commissioner of Crown Lands, 1857	9	
From 1857, Apl.2—Copy of Correspondence between the Govern-		
to ment of the Province of Canada and the Hud-		20
1866 Nov. 20. son's Bay Co., the representatives of the Seigniors		
of Mingan; the Employees of the Crown Lands		
Department and others with reference to the		
Seigniory of Terra Firma de Mingan	50	
1864 Jan. 23 —Cadastre of the Seigneurie of Mingan, possessed	.,	
by the heirs Richardson, made 28 January, 1864,		
	69	
by Henry Judah, Esquire	00	
1867 Dec. 21st —Memorandum of the Hon. G. O'Kill Stuart, re-		
specting the Seigniory of Mingan or Terra Firma	5	
de Mingan	5	30
1868 Dec. 1 —Authentic copy of deed of sale of his interest in		
Seigniory of Terra Firma de Mingan, by John		
Blackwood Weir to Donald Lorn McDougall,	W()	
before J. C. Griffin, N.P., 1st December, 1868	76	
1868 Dec. 14 — Authentic copy of an act of deposit of title deeds		
by A. T. Paterson before J. C. Griffin, N.P., 14th		
December, 1868, comprising:	75	
1872 —The acts of the Legislature of the Province of		
Quebec for the year 1872, with special reference		
to Chap. 80 of the Acts of that year (86 Victoria,		40



		Cap. 30) confirming the erection by the Bishop of St. Germain de Rimouski, of a parish described in the said act as being "part of the seigniory of Mingan," and called "the parish of St. Pierre de la Pointe-aux-Esquimaux;" and to the second paragraph of the preamble of the said Act,		
		recognizing the existence of the said seigniory	a. 5	
1873	March 27	-Authentic copy, a deed of sale before Marler,		
		N.P., by Dame Ann Richardson, of her interest in the Seigniory of Terra Firma de Mingan to A.		10
		Dennistoun, dated 27 March, 1873	38	
4.014.0		Anthorsis consoft doud of sole before Clapham	90	
1873	Apl. 1st	—Authentic copy of deed of sale before Clapham, N.P., by H. Dunn, Esq., of his interest in the		
		Seigniory of Terra Firma de Mingan to A. Den-		
		nistoun, dated 1st Apl. 1878	39	
4000	11 14	-Authentic copy of deed of sale before Clapham,	.,,,	
1849	Apr. 1st	N.P., by W. T. P., Shortt et al., of their interest in		
		the Seigniory of Terra Firma de Mingan, to A.		
		Dennistoun, dated 1st April, 1873	40	
1873	Anl 4	-Authentic copy of deed of sale before Marler,		20
roto	лра. ч	N.P., by A. T. Patterson et al., of their interest in		
		the Seigniory of Terra Firma de Mingan, to A.	•	
		Dennistoun, dated 4th April, 1878	41	
1878	Sept 15	-Authentic copy of deed of sale before Clapham,		
1010	k/cpt 10	N.P., by Dame Ann C Rhodes, of all her interest		
		in the Seigniory of Terra Firma de Mingan, to A.		
		Dennistoun, Esq., dated 15 September, 1878	42	
1874	July 10	-Authentic copy of deed of sale before Phillips,		
		N.P., by Dame Euretta Auldjo, of all her interest		
		in the Seigniory of Terra Firma de Mingan, to A.		30
		Dennistoun, Esq., dated 10 July, 1874	43	
1882	Apl. 12	-Original deed of sale sous seing privé by Dame		
		Mary Andrews of her interest in the seigniory		
		of Terra Firma de Mingan, to A. Dennistoun, and		
		affidavit of a witness to the execution thereof,	4.4	
		dated 12th April, 1882	44	
1882	Sept. 22	-Authentic copy of deed of sale by O. A. Beau-		
		bien, of his interest in the seigniory of La Terre		
		Ferme de Mingen, to Alexander Dennistoun,	58	441
		dated 22nd September, 1882	00	40



1882	Sept.	28	—Authentic copy of deed of sale by Dame Alix Beaubien, wife of Joseph Taschereau Fremont, of her interest in the seigniory of la Terre Ferme de		
1883	Feb.		Mi gan, to Alexander Dennistoun, Esq., dated 28th September, 1882	54	
1883	Oct.	8	report by Mr. Deputy Surveyor-General Bouchette, upon the said Seigniory, by S. E. Dawson—Authentic copy of deed of sale before McLennan, N. P. from A. Dennistoun, of the Seigniory of	74	10
			Terra Firma de Mingan, to the Labrador Company, dated 8th October, 1883 —Photographic copy of map styled "carte générale de la France Septentrionale, contenant la découverte du pays de Illinois, par le sieur	45	
			Joliet", and dedicated by the Intendant Duches-		
			neau to Monseigneur Colbert, certified by the Official Custodian of the Depot des Cartes et plans. Paris	18	20
1	No da	te.	and the River to Quebec, surveyed by Captains Bayfield and Orlebar, R. N —Copy of an original document in the Archives	62	
			of the Crown Lands Department at Queber, en- titl d "General Statement of Grants on fiefs et seigneuries and of those on Roture in the Pro- vince of Lower Canada, the original f which is		
			said to be in the handwriting of William Lane, P. L. S., in the employ of the Department in 18 . Certified by the Deputy Commissioner of		30
			Crown Lands	7 (b)	



ANALYSIS OF DEFENDANTS' EXHIBITS,

WITH RELATION TO THE QUESTION EACH IS FYLED TO SUPPORT.

I.	There is a Seigniory.	_
II.	Defendants are the owners.	1
TTT	What is its extent?	

I-THERE IS A SEIGNIORY.

- (A) EVIDENCE OF A GRANT OF THE SEIGNIORY HAVING BEEN MADE.
 - (a) Edits et Ord. vol. II., p. 854; III. pp. 221 & 315, and Exhi- 20 bit 55.
 - (b) Defendants' Exhibit 14.
 - (c) do Exhibit 2.
 - (d) do Exhibit 8.
 - (e) Dealings by contemporaries not Defendants' Auteurs. Defendants' Exhibit 16.

30

(B) RECOGNITIONS BY THE CROWN:-

1.—DIRECT.

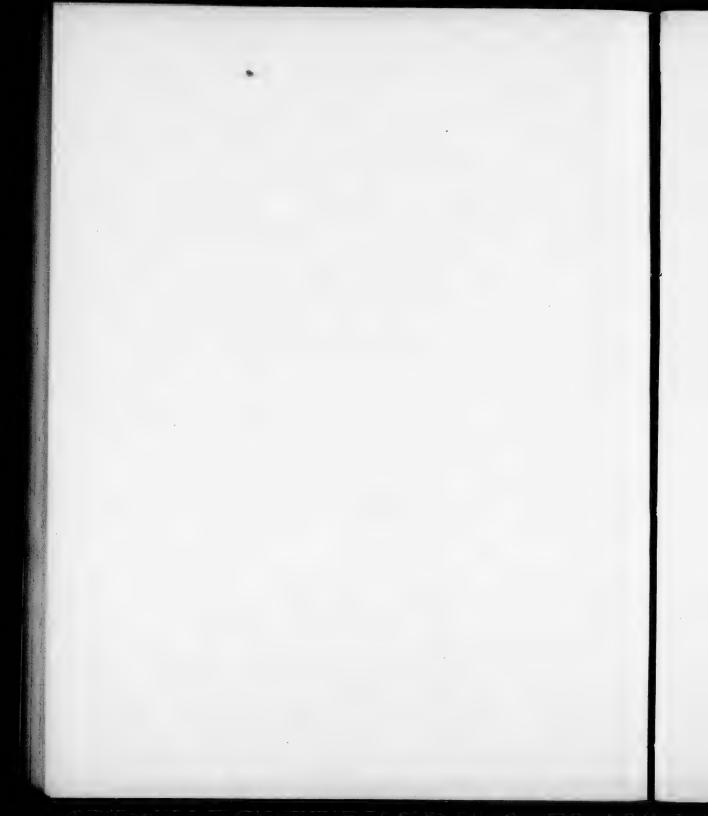
(1) Foi et Hommage (a) in 1668, see Edits et Ord. vol. II. p. 354 & seq. :—

" (b) in 1781, " Exhibit 6

" (c) in 1837, " Exhibits 13 (a) and 13 (b)

(2) Exa tion of droit de quint.

- (a) Opposition b, Atty. Genl. Exhibit 46 (a)
- (b) Return of Sheriff upon opposition being made, Exhibit 46 (b)
- (c) Act of Compromise, Exhibit 47.
- (d) Sheriff's deed with receipt of Receiver Genl. Exhibit 25.
- (8) Consolidated Statutes, c. 41, sec. 65 & Exhibit 69.

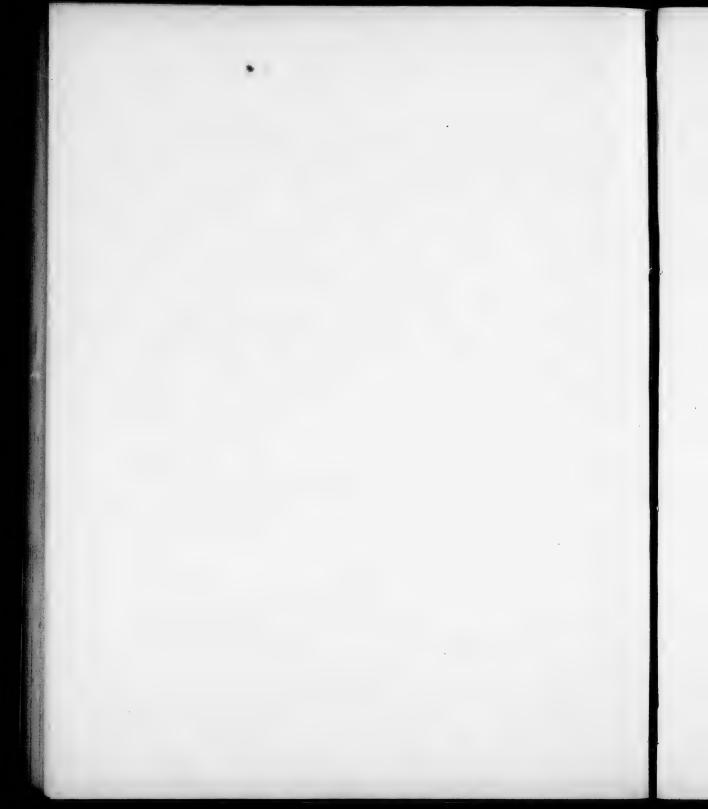


- 2—Government and Official Reports, Maps, &c., &c., Constituting Recognition by the Crown by Implication.
- (a) Crown Lands papers, Exhibit 50.
 Official correspondence with Hudson's Bay Co'y and proprietors of Seigniory 1857, to 1866.
- (b) Dunlevy's Map, Crown Lands Department under Representation Act, 16 Vic. cap. 152.
- (c) And Crown Lands Maps showing division of Lower Canada into Counties, 1853. Exhibits 51, 52.
- (d) Map, Exhibit 4, A. D. 1678, made under orders of Duchesneau, Intendant, "pour servir à l'éclaireissement du papier terrier."
- (e) Extracts from a list of Seigniories in Lower Canada, published in 1803, by Messrs. Vondenvelden & Charland, Defendants' Exhibit 7 (a.)
- (f) List of Seigniories in Lower Canada, made in 1803. Defendants, Exhibit 7 (b.)
- (g) Vondenvelden & Charland, Map of 1803. Defendants' Exhibit 8. 20
- (h) Surveyor Gen'l Bouchette's Map, 1853. Exhibits 20, 59.
- (j) Official Map issued by Commissioner of Crown Lands, 1852.Exhibit 9.
- (k) Official Map laid before the House, 1829, made by William Saxe, P.L.S. Exhibit 19.
- (1) Map made by Re . Father Laure, 1733. Exhibits 15, 51, referred to in Edits et Ord. II. 361, &c.

3.—MISCELLANEOUS AUTHORITIES:—

- (1.) List of Seigniories in Lower Canada, made by Hon. C. Dunkin 1855. Exhibit 1.
- (2.) Report of Hon. J. O'Kill Stuart on the title to the Seigniory. Exhibit 5.
- (8.) Report of Mr. S. E. Dawson. Exhibit No. 74.

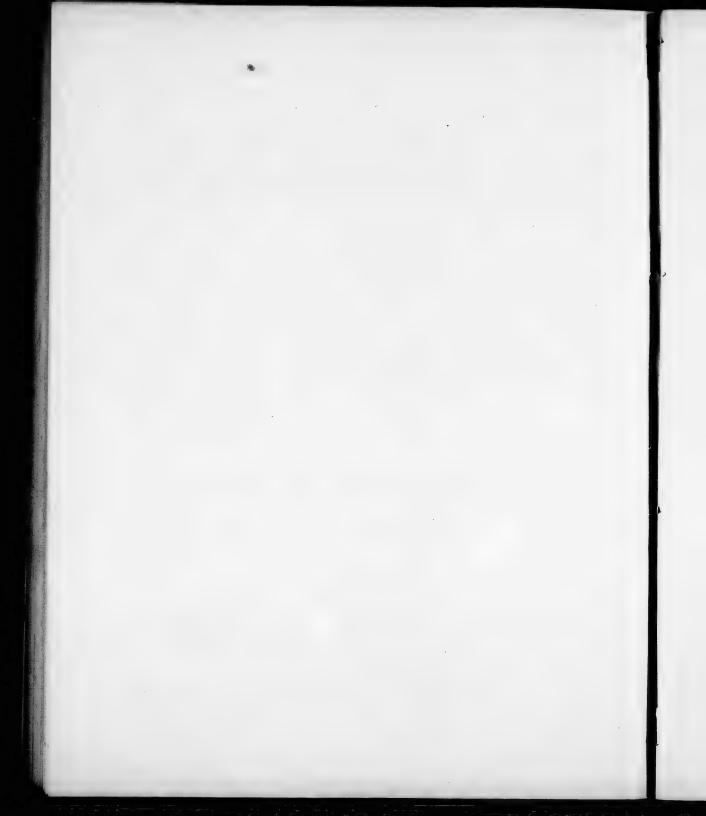
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(A)

		11	-DEFENDANTS ARE THE OWNERS.	
	(A)	Tit	les from original grantee.	
	(B)	Tit	les from persons who rendered homage in 1781.	
	(c)	Tit	les from persons who rendered homage in 1837.	
	(D)	Ву	Sheriff's titles.	
	(E)	44	100 years' prescription.	
	(F)	66	30 years' prescription.	
	(a)	66	10 years' prescription.	10
	_			10
	TITLE	FRO	M GRANTEE, FRANÇOIS BISSOT.	
		His	heirs were his children;	
	Frai	nçois	the second.	
		His	only child Marie Vederique inherited his share and sold i	it
			Thomas Dunn. Exhibit 37.	
	Cha	rlotte	e, married Belcourt de Lafontaine.	
			ir children :—	
	(a)		oine Belcourt de Lafontaine sold his share by notarial dee o Antoine Grise.	d ₂₀
			oine Grise sold to William Grant by deed before Hautray	e.
			I.P. 1779.	,
		R	ecited in Exhibit No. 35.	
	(b)		deleine sold her share to Thomas Dunn, 20 Nov. 1777. E:	X-
	(c)		olas-Joseph—see under letter B.	
	(d)		rie-Joseph married Frs. Jos. Cugnet—see under letter B.	
١,			ançoise married Louis Jolliet.	
		The	ir children :—	30
		(1)	Charles Jolliet d'Anticosti.	
			His children:—	
		(a)	Marie-Joseph married Pierre Sert. Parties to suit in which Sheriff sold	١.
		(b)	Charlotte married Vital Caron. which Sheriff sold Wm. Grant. See Exhibit 32.	ıo
		(2)	Claire married de Lagorgendière.	
			Their children:—	
		(a)	Ignace Fleury de Lagorgendière's widow married Wn	n.

Grant.



- (b) Louis-Thérèse married Marquis de Vaudreuil, and sold to Michel Charretier de Lotbinière, by deed before Lepot d'Anteuil and his colleague, Notaries at the Chatelet, in Paris, 23rd November, 1774, recited in Exhibit 35. DeLotbinière was sued en retrait tignager by Gabriel Elzéar Taschereau and Wm. Grant who obtained judgment. Exhibit 79. Taschereau afterwards sold to Wm. Grant by deed before Panet, N. P. Recited in Exhibit 35.
- (3) Jean Jolliet Mingan.

His children :-

10

- (a) Claire married N. G. Boisseau.
- (b) Marie married Noel Allain, and ceded to Jean Marie Allain. Exhibit 49
- ceded to Jean Marie Allain. Exhibit 36.
 hibit 49

 (c) Marie-Anne married Jean Taché.
 Sold to
- Their children;—
 Pierre, Charles, Pascal, MarieJoseph, Angélique.

Sold to Dunn & Stuart. Exhibit 30.

Sold to

Dunn & Stuart.

(B) TITLE FROM THOSE WHO RENDERED FOI ET HOMAGE IN 1781.

20

See Exhibit 6.

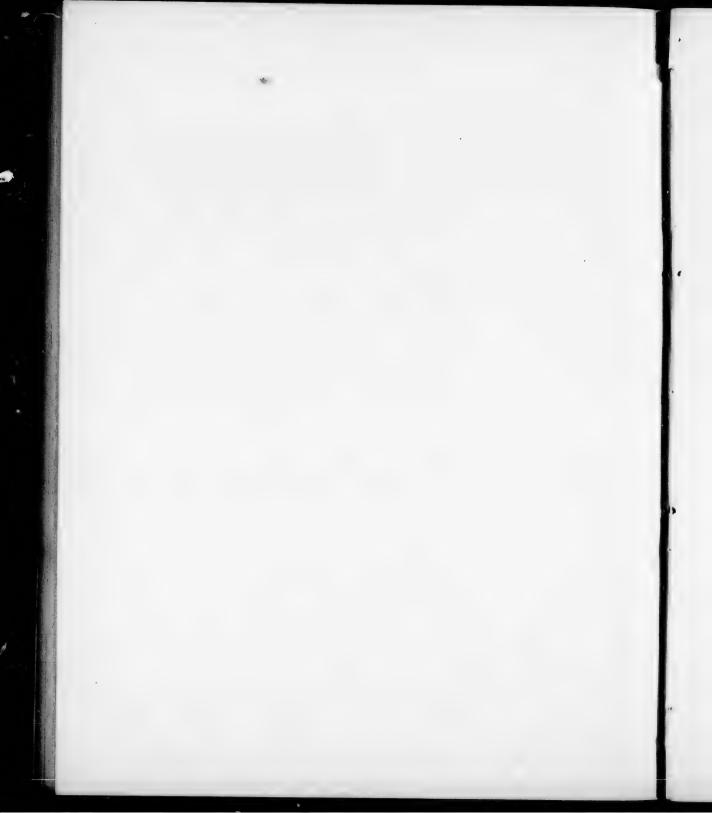
- François-Joseph Cugnet and his wife sold to Grant, Stuart & Dunn. Exhibit 34.
- Joseph Belcourt de Lafontaine sold to Grant, Stuart & Dunn. Exhibit 34.
- 3. Nicolas Joseph de Lafontaine sold his share in 1788 (Exhibit 64) to Wm. Lymburner, whose interest was sold by Sheriff's 30 sale to J. Richardson. Exhibit 48.
- 4. François de Lafontainë sold to Frs. J. Cugnet (Exhibit 28) who sold to Grant, Stuart & Dunn. Exhibit 34.

WILLIAM GRANT, PETER STUART, THOMAS DUNN, Were thus owners in 1789, of about

† & ‡ & ‡ respectively.

See Deed of Accord et Conventions. Exhibit 35.

WM. GRANT.—His share was sold by Sheriff to John Blackwood and P. Langan, to the latter of whom John Richardson was substituted. 40



- John Blackwood by will, 1st June, 1819 (Exhibit) bequeathed his share to A. Greenshields, J. Greenshields and And, Weir.
 - A. Greenshields sold to J. Greenshields. Exhibit 82.
 - J. Greenshields (see under letter C.)
 - A. Weir, made his will 9th Dec., 1823. Exhibit 66, and bequeated his share to John, Helen and Thomas Weir.
 - John and Helen sold to Thomas, 3rd Nov., 1828. Exhibit 31.

See under letter C

- John Richardson died 1831, intestate; recited in Exhibit 38.
 His heirs were his children;—
 - (a) Anne Richardson.
 - (b) Charlotte Richardson.
 - (c) Elizabeth Richardson.
 - (d) Helen married George Auldjo, and left her share by will (recited in Exhibit 38) 4th March, 1837, to Louis Auldjo, John Auldjo.

Who all sold to Dennistoun. Exhibit 38.

30

- (e) Eueretta sold to Dennistoun et al., 10 July, 1874. Exhibit 43 20
- (f) Susan bequeathed her share by will (recited in Exhibit 38 to Eueretta Andrews, who sold to Dennistoun et ai., 12th April, 1882. Exhibit 44.

Peter Stuart—By his will, 1st May 1797. Exhibit 65 (b.) bequeathed his share to his widow Jane Stuart and to his children.

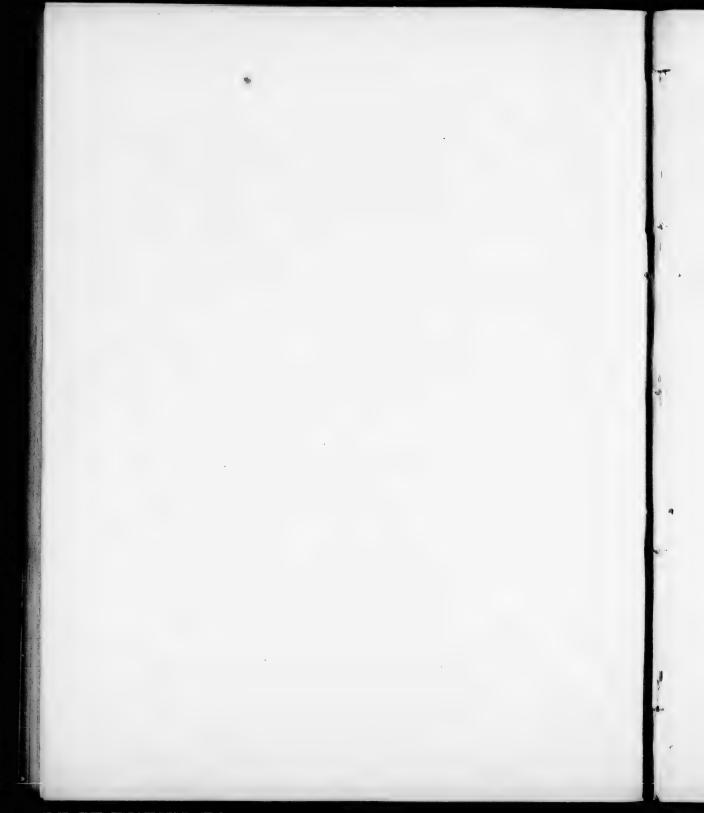
- (a) Ann Stuart.
- (b) Elizabeth Stuart Who all died intestate, as recited in Exhibit 40.

(c) T. S. Stuart died intestate as to realty.

- (d) Mary Stuart willed to W. P. Shortt's son, W. T. P. Shortt, see under letter C.
- (e) Margaret Stuart married W. P. Shortt and had issue W. T. P. Shortt,

THOMAS DUNN.—Will 5th August, 1801 (Exhibit 67) to widow Henrietta Guichaud and sons, Thomas, William et Robert.

Henrietta Guichaud, by will 26th March, 1825 (recited in Exhibit 30) bequeathed her share to Thomas Dunn, the 40



Second. Thomas Dunn the Second by his will, 14th Sept., 1848, (Exhibit 68) bequeathed his share to William Dunn who by his will, 9th Aug., 1860, (Def's Exhibit) bequeathed his share to William Hew Dunn who sold to Dennistoun et al., 19th April, 1873 (Exhibit 39.)

Robert Dunn died intestate leaving as his sole heiress his daughter Ann Dunn who sold to Dennistoun et al., in Sept. 1873 (Exhibit 42.)

(C) TITLE FROM THOSE WHO RENDERED FOI ET HOMAGE IN 1887

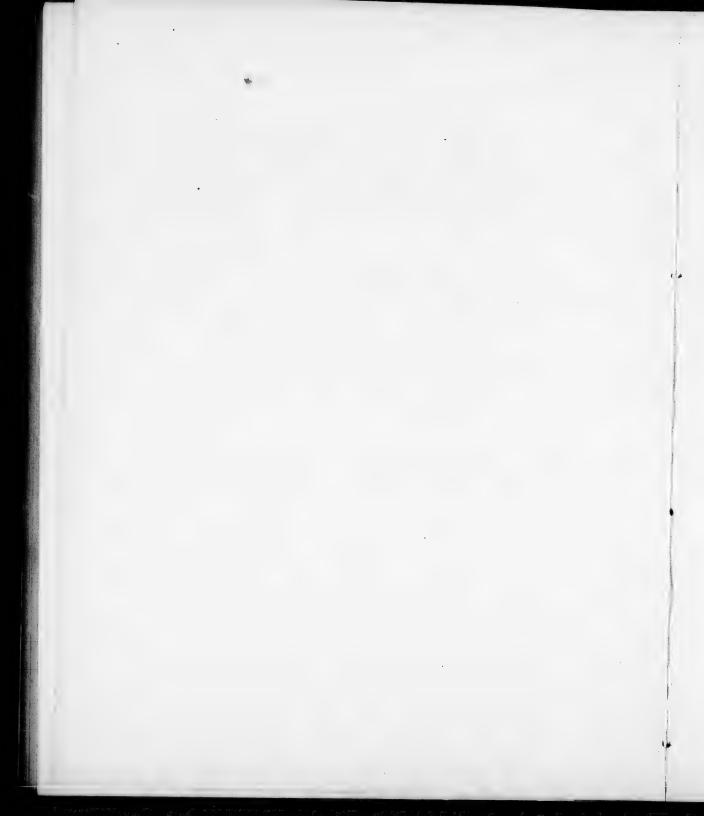
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See Defendants' Exhibit 13 (a) 13 (b)

- John Greenshields sold to A. T. Paterson. Exhibit Patterson sold to Dennistoun et al. Exhibit 41.
- James Weir sold to J. B. Weir. Exhibit
 J. B. Weir sold to D. L. McDougall. Exhibit
 D. L. McDougall sold to Dennistoun et al. Exhibit 41.
- Mary Stuart bequeathed her share by will recited in Exhibit 40, to W. T. P. Shortt,
- J. T. Stuart, died intestate. W. T. P. Shortt et al., his nephew and niece, were his heirs.
- W. P. Shortt died intestate leaving as his heirs his children W. T. P. Shortt et al.
 - W. T. P. Shortt et al. sold to Dennistoun et al. Exhibit 40.
 - O. A. Beaubien and Dame Alix Beaubien, heirs of Hon. J O. Beaubien, one of Dennistoun's associates, sold to Dennistoun et al. Exhibits 53 & 54.

 Dennistoun et al. sold to Defendants, see Exhibit 45.
- (D) SHERIFF'S TITLES. EXHIBITS 24, 25, 33, 48, 56.

 The titles from those who purchased at Sheriff's sale may be traced by following the above analysis.
- (E) 100 YEARS' PRESCRIPTION. EXHIBITS 11, 12, 23, 26.
- (F) 30 YEARS' PRESCRIPTION. EXHIBITS 10, 11, 12.
- (G) 10 YEARS' PRESCRIPTION. EXHIBIT 45.



III-EXTENT OF SEIGNIORY.

Edits et Ord. II. pp. 358, 361, 550, 570.

Defendants' Exhibits 14, 15, 17, 18, 21, 22, 27, 36, 58, 60, 61, 62.

See pages 29 to 42 of Essay of S. E. Dawson, Exhibit 74 and references therein cited.

ABBOTT, TAIT & ABBOTTS, Attorneys for Defendants.

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LIST OF BOOKS, MAPS, PLANS, REPORTS, &c., DEFENDANTS QUOTED AT THE ARGUMENT.

- 1. The "Edits et Ordonnances."
- 2. Titles and Documents relating to the Seigniorial Tenure.
- 8. Bouchette's Topographical Dictionary of the Province of Lower Canada.
- 4. Ferland's Cours d'Histoire du Canada.
- 5. Sulte, Histoire des Canadiens-Français.

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- 6. Revue Canadienne, vol. IX.
- 7. Reeves' History of Newfoundland.
- 8. Extrait des titres des Anciennes Concessions de terres en fiefs et Seigneuries dans le Bas-Canada, Vondervelden et Charland.
- 9. Correspondence relating to Seigniorial Tenures.
- 10. The St. Lawrence Pilot, by Admiral Bayfield, page 185.
- 11. 8rd Faillon, Colonie Française.
- 12. Jean de Laet, Histoire du Nouveau-Monde.
- 18. Scorsby, Arctic Regions.
- 14. Fortier's Report on the Fisheries of the Gulf.

15. LaHontan, Memoires.

- 16. Champlain, Voyages.
- 17. Harrise, Notes pour servir à l'histoire, à la bibliographie et à la cartographie de la Nouvelle-France et des pays adjacents.
- Carte pour servir à l'éclaireissement du papier-terrier de la Nouvelle-France.
- 19. Memorandum of the Honorable G. O. Stuart, respecting the Seigniory of Terra Firma of Mingan.
- General Statement of grants en flefs et seigneuries, and of those en roture, in the Province of Quebec.

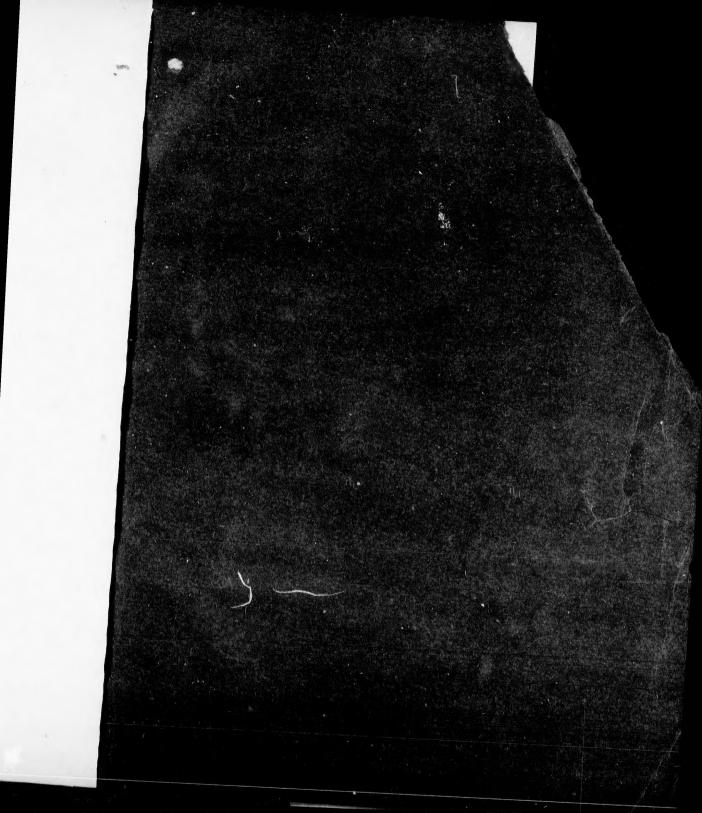


- 21. Map of Lower Canada, by Mess. Vondervelden & Chartrand.
- 22. Appendix to Report of Commissioner of Crown Lands, Part II, 1857.
- 23. Blue Book containing correspondence relating to the Seigniorial Tenure between the French Government and the Governor and Intendants of Canada.
- Carte du Domaine du Roy en Canada, par le Père Laure, Versailles, 1783.
- 25. New Chart of the coast of New England, New France, etc., done from the original published in Paris, by Mons. Bellin, engineer to the Marine Office in Paris, 1744.
- 26. Carte générale de la France Septentrionale, contenant la découverte du pays des Illinois par le Sieur Jolliet.
- Report of Special Committee on roads and other interior communications.
- 28. Map of Canada by Joseph Bouchette, Esq., Surveyor-General, 1853.
- 29. Carte du Canada par Guillaume de Lisle, premier géographe du Roy, Paris, 1703.
- 30. Mémoire du voyage qu'a fait le Sieur de Courtemanche à la coste des Exquimaux, depuis Kegason jusqu'au Havre St. Nicholas.
- 31. Suite de la carte réduite du Golfe St Laurent, fait par ordre de Mons. 20 Renille, Secrétaire d'Etat, Paris, 1753.
- Atlas containing Maps of the counties in Upper and Lower Canada, 1858.
- 33. Carte de cette partie du pays, depuis la Baye d'Hudson à l'ouest jusqu'à Mingan à l'est, par le Père Laure, S. J., 1731.
- Carte de la partie orientale du Canada ou de la Nouvelle-France, par le Père Coronelli. 1688.
- 35. Bayfield's Chart of the Gulf of St. Lawrence.
- 36. Cadaster of the Seigniory of Mingan.
- Récis et Documents relatifs à la Tenure Seigneuriale, demandés par une 30 adresse de l'Assemblée Législative, 1851.

Malbaie, 14th March, 1885.

ABBOTT, TAIT & ABBOTTS,
Attys. for Defendants.





In the Court of Queen's Bench,

(APPEAL SIDE)

THE LABRADOR COMPANY,

(Defendants in the Court below),

Appellants ;

AND

HER MAJESTY THE QUEEN,

(Plaintiff in the Court below),

Zespondent.

APPELLANTS' FACTUM.

Fyled

1889.

Bench,

NY, j

ppellants ;

EEN,

), espondent.

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